

DIVIDER

LIBER NO

233

gagee shall elect. At any time prior to said sale, the Mortgagor may obtain possession of the said mortgaged personal property upon payment to the said Mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which the Mortgagee may have.

The Mortgagor agrees to keep the aforesaid mortgaged property insured during the continuance of this mortgage in some company suitable to the Mortgagee against loss of fire (and in case the property mortgaged is an automobile, against loss by fire, theft and collision) in an amount of not less than \$ 300.00 and to cause said policy or policies to be so framed as to be payable in case of loss to the Mortgagee.

The Mortgagor acknowledges to have received from the Mortgagee, in connection with the loan herein mentioned, a statement in the English language, showing the amount and date of the loan, the maturity thereof, the nature of the security for the loan, the name and address of the Mortgagor, the name and address of the Mortgagee, the rate of interest charged and the provisions of Section 14 of Article 58A of the Uniform Small Loan laws of Maryland.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY WHEREOF, witness the hand(s) and seals(s) of said Mortgagor(s).

WITNESS Geneva Stone Mashach B. Hawn (SEAL)
WITNESS Geneva Stone Donald L. Hawn (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO-WIT:

I HEREBY CERTIFY that on this 17th day of March, 19 50, before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County aforesaid, personally appeared Mashach B. Hawn and Donald L. Hawn, his son the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared LESTER MILLENSON, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as herein set forth.

WITNESS my hand and Notarial Seal

Geneva Stone

Notary Public

(NOTARIAL SEAL)

*Insert the word "including" or the word "with" as the circumstances may require.

Charles E. Humbertson et ux

Mortgage

To Filed and Recorded March 28th 1950 at 11:25 A.M.

First Federal Savings and Loan Association of Cumberland

(Stamps \$4.40)

This Mortgage, Made this 27th day of March in the year Nineteen Hundred and Fifty by and between Charles E. Humbertson and Helen M. Humbertson, his wife of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Forty One Hundred Dollars and 00/100 Cents (\$4100.00) Rockaway which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Forty-three Dollars and Forty-nine Cents (\$43.49) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground situated on the Southerly side of Prince George Street in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 22, 23 and part of Lot No. 24, Block No. 5 in Cumberland Heights Addition, which said parcel is more particularly described as follows, to-wit:

BEGINNING for the same at a stake on the Southerly side of Prince George Street at the end of the first line of Lot No. 21, Block No. 5 in said Addition and running then with the Southerly side of said street South 87 degrees 51 minutes East 88.85 feet to a stake set in line with a linedrawn through the center partition wall of a double house located on the property herein described, then at right angles to said Southerly side of said street in a line through the center of the aforesaid partition wall and continuing beyond South 2 degrees 9 minutes West 130 feet to an alley, then with said alley North 87 degrees 51 minutes West 88.85 feet to the end of the second line of said Lot No. 21 and then with said second line reversed North 2 degrees 9 minutes East 130 feet to the place of beginning.

BEING part of the same property which was conveyed unto the parties of the first part by deed of John J. Foley dated December 17, 1948, which is recorded in Liber 223, Folio 438, one of the Land Records of Allegany County, Maryland, and also being part of the same property which was conveyed unto the parties of the first part by deed of Edgar H. Davis, et ux dated March 20, 1950, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor, or their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty One Hundred Dollars (\$4100.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagors

Attest: Gerald L. Harrison

Charles E. Humbertson (SEAL)
Helen M. Humbertson (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 27th day of March in the year nineteen hundred and ~~forty~~ fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles E. Humbertson and Helen M. Humbertson, his wife the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison

Notary Public

Edgar S. McDonald et ux

Mortgage

To Filed and Recorded March 28th 1950 at 11:25 A.M.

The First Federal Savings and Loan Association of Cumberland

This Mortgage, Made this 27th day of March in the year Nineteen Hundred and ~~forty~~ fifty by and between Edgar S. McDonald and Ester K. McDonald, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Forty Four Hundred Dollars and 00/100 Cents (\$4400.00) which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Thirty-two Dollars and Fifty-five Cents (\$32.55) on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit: All that lot or parcel of ground known as part of Lot No. 6 being a part of Lot No. 27 of the lands of MaryAnn O'Neal the Lot No. 27 being the same lot of ground conveyed by deed dated March 10, 1885, from Edward Gossman, et ux et al to Elizabeth Arnold which is recorded in Liber 62, Folio 44, one of the Land Records of Allegany County, Maryland, the said part of Lot No. 6 being a sub-division of said Lot No. 27 and laid down in a plat made by Charles E. Widener, surveyor, with a slight change in street line on the Northerly side, First Street having a width of 30 feet instead of 21 feet (the original call), said parcel being more particularly described as follows, to wit:

BEGINNING for the same at an iron pin stake standing on the Northerly side of First Street (30 feet wide) said stake also standing North 80 degrees West 33.9 feet from the Southwesterly corner of the dwelling that stands on this described parcel of ground, said stake also standing South 3 degrees West 17.5 feet from the Southeasterly corner of the dwelling that stands on the adjoining lot on the West, and running then with the Northerly side of said First Street (Magnetic bearings as of previous deed and with horizontal measurements) South 71 degrees East 69 feet to a stake, then at right angles to First Street North 19 degrees East 72.4 feet to the fourth line of the whole lot which at present is an old fence line, then with part of said fourth line and with a line of fence North 71 degrees West 69 feet to a stake, and then South 19 degrees West 72.4 feet to the place of beginning.

BEING THE SAME property which was conveyed unto the parties of the first part by deed of Ray H. Leighty and Eva G. Leighty, his wife, of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty Four Hundred Dollars (\$4,400.00)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) to the adequacy of any security for the debt to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors' their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagors

Attest: Gerald L. Harrison

Edgar S. McDonald (SEAL)
Cather A. McDonald (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 27th day of March in the year nineteen hundred and ~~xxxx~~ fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Edgar S. McDonald and Cather A. McDonald, his wife the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison
Notary Public

Richard W. Strong et ux
To

Filed and Recorded March 28th 1950 at 11:25 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland
PURCHASE MONEY

This Mortgage, Made this 24th day of March in the year Nineteen Hundred and ~~xxxx~~ Fifty by and between Richard W. Strong and Elsie M. Strong, his wife, of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Twenty Six Hundred Seventy-Seven Dollars and Sixty Cents \$2677.60

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Nineteen Dollars and Eighty-one Cents (\$19.81) on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All of the following described real estate situated and located in the Town of Westernport, in Allegany County, Maryland, to wit:

All of that parcel of land situated on the North side of Maryland Avenue, in the Town of Westernport, in Allegany County, Maryland, as laid out on the plat of South Westernport, made by the Westernport Real Estate and Improvement Company, improved by House Number Three Hundred Twenty Seven (327) beginning for the same at a point on the North side of Maryland Avenue thirty-two (32) feet six (6) inches distant from the intersection of the North side of Maryland Avenue with the West side of Second Street in said Town; thence running along Maryland Avenue North forty-three (43) degrees forty (40) minutes West twenty-two (22) feet to a point; thence running North forty-six (46) degrees twenty (20) minutes East eighty-four (84) feet along the partition wall between Houses Numbers 325 and 327 to a twelve (12) foot alley; thence running South forty-three (43) degrees forty (40) minutes East twenty-two (22) feet to a point; thence running along the partition line and wall between houses Numbers 327 and 329 South forty-six (46) degrees twenty (20) minutes West eighty-four (84) feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of the West Virginia Pulp and Paper Company, a Corporation, duly organized and operating under the laws of the State of Delaware, by deed dated March 10, 1950, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty six hundred seventy seven dollars Sixty Cents \$2677.60 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seals of the said mortgagors

Attest: Gerald L. Harrison Richard W. Strong (SEAL)
Elsie M. Strong (SEAL)
 (SEAL)
 (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 24th day of March in the year nineteen hundred and forty fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Richard W. Strong and Elsie M. Strong, his wife, the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison
 Notary Public

William A. Cooley et ux

Mortgage

To Filed and Recorded March 29th 1950 at 11:20 A.M.
 First Federal Savings and Loan Association of Cumberland

(Stamps \$13.20)

This Mortgage, Made this 29th day of March in the year Nineteen Hundred and forty fifty by and between William A. Cooley and Phyllis I. Cooley, his wife, of Allegany County, in the State of Maryland part ies of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Twelve Thousand Dollars and 00/100 Cents (\$12,000.00) Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following: (\$127.28).

By the payment of One Hundred Twenty Seven Dollars and Twenty-eight Cents (\$127.28), on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots or parcels of ground situated on the southeasterly side of Holland Street in the City of Cumberland, Maryland, known and designated as Lots Nos. 4 and 5 in the Allegany County Farm Addition to Cumberland, Maryland, as shown on a plat thereof which is recorded among the Land Records of Allegany County, Maryland, in Plat Box No. 150, which said lots are more particularly described as a whole as follows:

BEGINNING for the same at a hub at the end of the first line of Lot No. 3 in said Addition on the southeasterly side of Holland Street and running then with said Street North 35 degrees 47 minutes East 100 feet to a hub, then leaving Holland Street at right angles South 54 degrees 13 minutes East 120 feet to a hub then South 35 degrees 47 minutes West 100 feet to a hub at the end of the second line of said Lot No. 3 and then reversing said second line North 54 degrees 13 minutes West 120 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by two (2) deeds, the first from Thomas W. Lloyd Jr., et al dated July 7, 1949, which is recorded in Liber 225, Folio 483, one of the Land Records of Allegany County, Maryland, the second from Marvin E. Inge, Jr. dated July 6, 1949, which is recorded in Liber 225, Folio 484, one of the Land Records of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Thousand Dollars (\$12,000.00) Rockover, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee the same shall become due and payable and to pay and discharge within ninety days after date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s

Attest:
Gerald L. Harrison

William A. Cooley (SEAL)
Phyllis I. Cooley (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 29th day of March in the year nineteen hundred and forty fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William A. Cooley and Phyllis I. Cooley, his wife, the said mortgagor s herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison

Notary Public

Bernard F. Diehl et ux

Mortgage

To Filed and Recorded March 30" 1950 at 10:40 A.M.

First Federal Savings and Loan Association of Cumberland

(Stamps \$6.60)

This Mortgage, Made this 29th day of March in the year Nineteen Hundred and forty fifty, by and between Bernard F. Diehl and Geneva A. Diehl, his wife, of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Six Thousand Dollars and 00/100 Cents (\$6,000.00) Rockover, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent, per annum, in the manner following:

By the payment of Forty-four Dollars and Forty Cents (\$44.40) Rockover, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground on the Southeastly side of Frederick Street in the City of Cumberland, Allegany County, Maryland, known as the Northeastly part of Lot No. 31 on the Revised Plat of Twigg Addition to Cumberland as filed in Plat Case Box No. 153 among the Land Records of Allegany County, Maryland, said revision of said plat having been necessitated by the change in location of Frederick Street, which said part of Lot No. 31 is more particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the Southeastly side of Frederick Street as now located with the Northeastly boundary line of said Twigg Addition, and running then with the Southeastly side of said Frederick Street South 32 degrees 13 minutes West 39.34 feet, then running across said whole lot No. 31 South 52 degrees 44 minutes East 453.11 feet to the rear boundary line of Twigg Addition, then with part of said rear boundary line North 34 degrees 41 minutes East 45.21 feet to the Northeastly boundary line of said Twigg Addition, and then with it North 53 degrees 44 minutes West 453.85 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Noah Light dated March 4", 1950 which is recorded in Liber 228, Folio 151, one of the Land Records of Allegany County, Maryland

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Dollars (\$6,000.00) ~~XXXXXX~~ and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagor s

Attest: Gerald L. Harrison

Bernard F. Diehl (SEAL)
Geneva A. Diehl (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 29th day of March

in the year nineteen hundred and ~~xxxx~~ fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Bernard F. Diehl and Geneva A. Diehl, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison
Notary Public

Kirk C. Richardson et ux
To

Filed and Recorded March 30th 1950 at 10:40 A.M.

Mortgage

The First Federal Savings and Loan Association of Cumberland

(Stamps \$2.20)

This Mortgage, Made this 29th day of March in the year Nineteen Hundred and ~~xxxx~~ fifty by and between Kirk C. Richardson and Olive I. Richardson, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Twenty Four Hundred Dollars and 00/100 Cents (\$2400.00) ~~XXXXXX~~ which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Twenty-four Dollars and 00/100 Cents (\$24.00) ~~XXXXXX~~ on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the southerly side of Williams Street, in the City of Cumberland, Allegany County, Maryland, particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the southerly side of Williams Street with the westerly side of Ridgewood Avenue, and running thence with the southerly side of Williams Street, South 80 degrees 3 minutes West 69.6 feet, then South 2 degrees 30 minutes East 117.8 feet, then North 80 degrees 3 minutes East 69.6 feet to the westerly side of Ridgewood Avenue as laid out on the plat of Johnson Heights, and running thence with the westerly side of Ridgewood Avenue, North 2 degrees 30 minutes West 117.8 feet to the place of beginning.

BEING part of the same property which was conveyed unto Kirk C. Richardson by deed of John W. Richardson and Sarah R. Richardson his wife, by deed dated June 27, 1928, which is recorded in Liber 158, Folio 460, one of the Land Records of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor s covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

On here and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty Four Hundred Dollars (\$2400.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagors

Attest: Gerald L. Harrison Kirk C. Richardson (SEAL)
Olive I. Richardson (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 29th day of March in the year nineteen hundred and forty fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Kirk C. Richardson and Olive I. Richardson, his wife the said mortgagor s herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison
Notary Public

Hubert B. Bloom et ux

Mortgage

To Filed and Recorded April 4th 1950 at 1:35 P.M.

First Federal Savings and Loan Association of Cumberland

(Stamps \$4.40)

This Mortgage, Made this 3rd day of April in the year Nineteen Hundred and forty fifty by and between Hubert B. Bloom and Anna E. Bloom, his wife of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors s, the sum of Four Thousand Dollars and 00/100 Cents (\$4,000.00) Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-two dollars and sixty-nine cents (\$32.69) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground on the southerly side of Waugh Avenue known and designated as Lots Nos. 86 and 84 of the Allegany Grove Camp Ground recorded in Liber 122, folio 727, one of the Land Records of Allegany County, Maryland, which said Lots are more particularly described as a whole as follows, to-wit: BEGINNING for the same on the southerly side of Waugh Avenue at the end of the first line of Lot No. 32 in said Addition and running then with said Avenue South 66 degrees 40 minutes West 40 feet to the line dividing Lots Nos. 86 and 88 in said Addition, then with said dividing line South 23 degrees 20 minutes East 50 feet to the Northerly side of Alley B, then with said alley North 66 degrees 40 minutes East 40 feet to the end of the second line of said Lot No. 82, and then with said second line reversed North 23 degrees 20 minutes West 50 feet to the place of beginning.

It being the same property conveyed to Hubert B. Bloom and Anna E. Bloom his wife by Cecil C. Bloom, widower, by deed dated August 3rd, 1949, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 226, folio 88 etc.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Dollars (\$4,000.00) ~~and~~ and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

WITNESSE, the hands and seals of the said mortgagor s

Attest: Gerald L. Harrison

Hubert B. Bloom (SEAL)
Anna E. Bloom (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 3rd day of April in the year nineteen hundred and ~~thirty~~ Fifty before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Hubert B. Bloom and Anna E. Bloom, his wife, the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Gerald L. Harrison
Notary Public

Frank Edward Cresap et ux

Mortgage

To

Filed and Recorded April 4th 1950 at 1:35 P.M.

First Federal Savings and Loan Association of Cumberland

PURCHASE

This Mortgage, Made this 3rd day of April in the year Nineteen Hundred and ~~thirty~~ Fifty by and between Frank Edward Cresap and Dorothy Brown Cresap, his wife, of Allegany County, in the State of Maryland part i.e.s of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Four Thousand (\$4,000.00) Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Twenty-nine and 59/100 (\$29.59) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of land about three miles Westerly of Cumberland, Allegany County, Maryland, known as part of Lot No. 28 of Braddock Farms Addition, said parcel being more particularly described as follows, to-wit:

BEGINNING for the same at a stake on the Southeasterly side of Maryland Street distant North 39 degrees 54 minutes East 56.85 feet from an iron pipe at the end of the first line of a deed from Thomas W. Howsare et ux to Charles M. Hull et ux recorded in Liber 191, Folio 677 LandRecords, and running then with said Maryland Street North 39 degrees 54 minutes East 56 feet to a stake at the end of the fourth line of Merle S. Mazer's lot, recorded in Liber 170, Folio 129 Land Records, then with said fourth line reversed South 50 degrees 45 minutes East 106 feet to an iron pipe, then with the third line of said Mazer lot reversed South 73 degrees 10 minutes East 48.5 feet to a stake then South 15 degrees 54 minutes West 56 feet to a stake, then North 77 degrees 38 minutes West 49.35 feet to an iron pipe and then North 51 degrees 54 minutes West 129.8 feet to the place of beginning.

It being the same property conveyed by William R. Seibert and Martha Z. Seibert, his wife, to Frank Edward Cresap and Dorothy Brown Cresap, his wife, by deed dated the -- day of March 1950, and to be recorded among the LandRecords of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein or their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Dollars (\$4,000.00) or more, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagor s
Attest: Gerald L. Harrison Hubert B. Bloom (SEAL)
Anna E. Bloom (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 3rd day of April in the year nineteen hundred and ~~thirty~~ Fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Hubert B. Bloom and Anna E. Bloom, his wife, the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Gerald L. Harrison
Notary Public

Frank Edward Cresap et ux

Mortgage

To Filed and Recorded April 4th 1950 at 1:35 P.M.

First Federal Savings and Loan Association of Cumberland

PURCHASE
This Mortgage, Made this 3rd day of April in the year Nineteen Hundred and ~~thirty~~ Fifty by and between Frank Edward Cresap and Dorothy Brown Cresap, his wife, of Allegany County, in the State of Maryland part ies of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Four Thousand (\$4,000.00) Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Twenty-nine and 59/100 (\$29.59) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of land about three miles Westerly of Cumberland, Allegany County, Maryland, known as part of Lot No. 28 of Braddock Farms Addition, said parcel being more particularly described as follows, to-wit:

BEGINNING for the same at a stake on the Southeasterly side of Maryland Street distant North 39 degrees 54 minutes East 56.85 feet from an iron pipe at the end of the first line of a deed from Thomas W. Howsare et ux to Charles M. Hull et ux recorded in Liber 191, Folio 677 Land Records, and running then with said Maryland Street North 39 degrees 54 minutes East 56 feet to a stake at the end of the fourth line of Merle S. Mazer's lot, recorded in Liber 170, Folio 129 Land Records, then with said fourth line reversed South 50 degrees 45 minutes East 106 feet to an iron pipe, then with the third line of said Mazer lot reversed South 73 degrees 10 minutes East 48.5 feet to a stake then South 15 degrees 54 minutes West 56 feet to a stake, then North 77 degrees 38 minutes West 49.35 feet to an iron pipe and then North 51 degrees 54 minutes West 129.8 feet to the place of beginning.

It being the same property conveyed by William R. Seibert and Martha Z. Seibert, his wife, to Frank Edward Cresap and Dorothy Brown Cresap, his wife, by deed dated the -- day of March 1950, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legga, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L. Harrison Frank Edward Cresap (SEAL)
Dorothy Brown Cresap (SEAL)
 (SEAL)
 (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 3rd day of April in the year nineteen hundred and thirty five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Frank Edward Cresap and Dorothy Brown Cresap, his wife, the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legga, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison
 Notary Public

William P. Roeder et ux

Mortgage

To

Filed and Recorded April 4th 1950 at 1:35 P.M.

First Federal Savings and Loan Association of Cumberland

(Stamps \$6.60)

This Mortgage, Made this 3rd day of April in the year Nineteen Hundred and thirty five by and between William P. Roeder and Anna M. Roeder, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Six Thousand Dollars and 00/100 Cents (\$6,000.00) which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Sixty Dollars and 00/100 Cents (\$60.00) on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground on the southerly side of Elmwood Lane known and designated as Lot No. 24 in Edgewood Park Addition to Cumberland, Allegany County, Maryland, a plat of which said Addition is recorded in Plat Case Box No. 106, among the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to wit:

BEGINNING for the same on the southerly side of Elmwood Lane at the end of the first line of Lot No. 23 in said Addition, and running then with said street South 64 degrees 18 minutes East 40 feet, then South 25 degrees 42 minutes West 100 feet, then North 64 degrees 18 minutes West 40 feet to the end of the second line of said Lot No. 23 and then with said second line reversed North 25 degrees 42 minutes East 100 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Clarence Lippel, Receiver for Edgewood Park Development Company, Incorporated, which is recorded among the Land Records of Allegany County, Maryland, in Liber 195, Folio 585, dated April 5, 1943.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Dollars (\$6,000.00) ~~to-wit~~, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagors

Attest: Gerald L. Harrison William P. Roeder (SEAL)
Anna M. Roeder (SEAL)
George W. Legge (SEAL)
Robert M. King et ux (SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 3rd day of April in the year nineteen hundred and thirty fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William P. Roeder and Anna M. Roeder, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison Notary Public
Cumberland, Md. June 26, 1950
For witness, the within and foregoing mortgage, I witness the signatures of Wm. P. Roeder, Anna M. Roeder, and George W. Legge, Secretary of the day and year above written.
Attest: Gerald L. Harrison
(Corporate Seal) 6/30/50 First Federal Savings and Loan Association of Cumberland
President

Robert M. King et ux

To

Filed and Recorded April 11th 1950 at 11:20 A.M.

Mortgage

First Federal Savings and Loan Association
 of Cumberland

This Mortgage, Made this 10th day of April in the year Nineteen Hundred and thirty Fifty by and between Robert M. King and Margaret R. King, his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fifty Five Hundred Dollars and 00/100 Cents (\$5500.00) ~~to-wit~~, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Forty Dollars and Sixty-eight Cents (\$40.68) ~~to-wit~~, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on Washington Street, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at a point on the South side of Washington Street, one hundred feet westerly from the Southwest corner of Washington and Allegany Streets, and also at the Northwest corner of the lot of ground leased to Mary L. McCullough by Jonathan W. Magruder, and running thence with said Washington Street, North seventy-eight degrees West fifty feet; thence at approximately right angles with Washington Street, South twelve degrees West one hundred and sixty-three feet to an Alley known as Darby Lane; and with it, South seventy-eight degrees East fifty feet to the said McCullough lot; thence with the westerly line of said McCullough lot, North twelve degrees East one hundred and sixty-three feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Gordon L. Bowie and Evelyn C. Bowie, his wife, of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and promises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty Five Hundred Dollars (\$5500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors' written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L. Harrison

Robert M. King (SEAL)
Margaret R. King (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 10th day of April in the year nineteen hundred and ~~twenty~~ fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Robert M. King and Margaret R. King, his wife, the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison
Notary Public

Harley A. Dicken et ux

Chattel Mortgage

To Filed and Recorded March 30th 1950 at 8:30 A.M.

THIS CHATTEL MORTGAGE, Made this 27 day of March 1950

by Dicken, Bessie O & Harley A. (her husband)

Cumberland of the City of Allegany

State of Maryland, hereinafter called "Mortgagor," to FAMILY FINANCE CORPORATION
a body corporate,

121 Baltimore St., Cumberland, hereinafter called "Mortgagee."

Witnesseth: That for and in consideration of the sum of Three hundred sixty--and no/100 Dollars (\$ 360.00), the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, and which amount Mortgagor hereby covenants to repay unto Mortgagee as hereinafter set forth, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The chattels, including household furniture, now located at No. Rt #3 Box 521, Valley Road Street in said City of Cumberland-Allegany, in said State of Maryland, that is to say:

1 lounge chair maple; 1 blue studio couch; 1 library table; 2 end tables; 2 rocker chairs; 1 coffee table; 4 chrome chairs; 1 chrome table; 1 Maytag electric washer; 1 Coldspot refrigerator; 1 Frigidaire electric 5302836; 1 kitchen cabinet; 1 iron bed; 1 iron bed; 1 oak dresser; 1 cedar chest; 1 chest robe

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in Maryland, that is to say:

MAKE MODEL YEAR ENGINE No. SERIAL No. OTHER IDENTIFICATION

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, at its regular place of business the aforesaid sum of Three hundred sixty--and no/100 Dollars.

(\$ 360.00) according to the terms of and as evidenced by a certain promissory note of even date herewith payable in

15 successive monthly installments as follows: 15 installments of \$ 24.00

each; installments of \$ each; installments of \$ each;

installments of \$ each; payable on the 27 of each month beginning on the 27 day of

April 1950, with interest after maturity at 6% per annum, then these presents shall

be void. Included in the principal amount of this note and herewith agreed to and covenanted to be paid by the undersigned

are interest, in advance at the rate of 6% per year on the original amount of the loan, amounting to \$ 27.00; and

service charges, in advance, in the amount of \$ 14.40. In event of default in the payment of this contract or any

installment thereof, a delinquent charge will be made on the basis of 5c for each default continuing for five or more days in

the payment of \$1.00 or a fraction thereof.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successor and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure insurance of the property for the benefit of the mortgagee with an insurance company duly qualified to act in this state and in an amount agreeable to the mortgagee against loss or damage by fire, theft, collision and conversion. Said policies and certificates thereof shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims for all loss received under, or by virtue of any insurance policies or otherwise and receive and collect the same and execute in the name of the mortgagors and deliver all such instruments and do all such acts as attorney in fact irrevocable for the mort-

the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which Mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure such insurance of the property as may be legally required by the mortgagee in a reasonable amount and with an insurance company duly qualified to act in this state; such insurance to name the mortgagee as co-insured or shall have attached to the policy or policies a mortgagee loss payable clause, and keep such insurance in effect for the duration of this mortgage. Said policies and the certificates thereof shall be delivered to the mortgagee. Should the mortgagors fail to obtain insurance as required above, or fail to keep such insurance in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns, the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS: E. F. Hoban

Catherine E. Dishong (SEAL)

WITNESS: D. W. Squires.

Samuel F. Dishong (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF CUMBERLAND/ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 8th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Catherine E. Dishong and Samuel F. Dishong (her husband) the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me, also personally appeared D. W. Squires, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ember D. Johnson, Notary Public.

William H. Ryan, et ux.

To

Filed and Recorded April 8th 1950 at 11:45 A. M.

Equitable Life Assurance Society of the United States.

(Stamps \$3.85).

MORTGAGE ON REAL ESTATE

THIS MORTGAGE, made this 8th day of April, 1950, by and between William H. Ryan and Virginia D. Ryan, his wife, of Allegany County, State of Maryland, parties of the first part and The Equitable Life Assurance Society of the United States, a corporation organized and existing under the laws of the State of New York, having its principal office in the Borough of Manhattan, of the City of New York, party of the second part; the said parties of the first part being hereinafter known and designated as the mortgagors, and the said party of the second part being hereinafter known and designated as the mortgagee, witnesseth:

WITNESSETH, WHEREAS, the said William H. Ryan and Virginia D. Ryan, his wife -- justly indebted to the said mortgagee in the sum of Thirty-Five Hundred Dollars (\$3500.00) and have agreed to pay the same with interest thereon according to the terms of a certain note or obligation bearing even date herewith, providing for the payment thereof in instalments, the first of which is due and payable on the 1st day of June, 1950.

NOW, THEREFORE, in consideration of said loan and for the purpose of securing the payment to the said mortgagee of the same, with the interest thereon, the said mortgagors do hereby bargain, sell, give, grant, convey, release and confirm unto the said mortgagee and to its successors and assigns, forever, the following described property in La Vale, County of Allegany, State of Maryland, to-wit:

All those lots or parcels of ground situated in LaVale Boulevard Section near the City of Cumberland, in Allegany County, State of Maryland, known and designated as Lots Nos. 74 and 75 on the Plat of said LaVale Boulevard Section, which plat is recorded among the Land Records of Allegany County, Maryland, in Liber 137, Folio 499, and which said lots are particularly described as follows:

LOT NO. 74: Beginning for the same at a point on the Easterly side of LaVale Boulevard at the end of the first line of Lot No. 73, and running thence with the Easterly side of aforesaid LaVale Boulevard, North 48 degrees 20 minutes West 50 feet, thence at right angles to the Easterly side of said LaVale Boulevard, North 41 degrees 40 minutes East 150 feet to the Westerly side of Garage lane "D", thence with the westerly side thereof, South 48 degrees 20 minutes East 50 feet to the end of the second line of aforesaid Lot No. 73, thence reversing said second line, South 41 degrees 40 minutes West 150 feet to the place of beginning.

Lot No. 75: Beginning for the same at a point on the Easterly side of LaVale Boulevard at the end of the first line of Lot No. 74, and running thence with the Easterly side of aforesaid LaVale Boulevard, North 48 degrees 20 minutes West 50 feet to its intersection with the Southerly side of Suburban Drive, thence with the southerly side thereof, it being at right angles to LaVale Boulevard, North 41 degrees 40 minutes East 150 feet to the Westerly side of Garage lane "D", thence with the Westerly side thereof, South 48 degrees 20

minutes East 50 feet to the end of the second line of aforesaid Lot No. 74, thence reversing said second line, South 41 degrees 40 minutes West 150 feet to the place of beginning.

It being the same property which was conveyed unto the said William H. Ryan and Virginia D. Ryan, his wife, by Lloyd D. Eckenrode and Clara Eckenrode, his wife, by deed dated May 8, 1941, and recorded in Liber 191, Folio 24, one of the Land Records of Allegheny County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, and all and singular the tenements, hereditaments and appurtenances thereof, including all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property including, but without being limited to, all screens, awnings, storm windows, and doors, window shades, inlaid floor coverings, shrubbery, plants, stoves, ranges, refrigerators, boilers, tanks, furnaces, radiators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air-conditioning and incinerating equipment of whatsoever kind and nature, except household furniture not specifically enumerated herein, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage.

To have and to hold the above granted premises, with all the rights, improvements and appurtenances thereunto belonging or in any wise appertaining, unto said mortgagee, its successors and assigns, forever. And the said mortgagors covenant that they are seized of an indefeasible estate in fee simple in said premises and that they have a good right to sell and convey the same, as aforesaid; that they are free and clear of all encumbrances and that they will warrant and forever defend the title thereto against the lawful claims of all persons whomsoever.

And it is agreed, that until default be made in the premises, the said William H. Ryan and Virginia D. Ryan, his wife, may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon the said William H. Ryan and Virginia D. Ryan, his wife, covenant to pay when legally demandable, and until the same be fully paid will keep in full force and effect that certain policy of life insurance bearing register date --- numbered -----, issued by the mortgagee on the life of William H. Ryan, and assigned to the mortgagee as collateral security for the payment of the indebtedness secured hereby.

But in case of default being made in payment of the mortgage debt aforesaid, or if the mortgagor shall fail to pay or cause to be paid any of said instalments mentioned in said obligation, according to the terms thereof, or to keep any policy of life insurance held as collateral hereto in full force and effect and such default continue for a period of thirty days, or in case of the actual or threatened demolition or removal of any building erected upon said premises, or in the event the mortgagor shall fail to pay said taxes or assessments,

as the same shall respectively become due and payable, or to pay on demand the cost of the insurance when paid by the mortgagee, or any liens or claims which may have accrued or remained thereon, or any interest when due in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable at the option of the mortgagee, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors and assigns, or F. Brooke Whiting, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs, or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in City of Cumberland, Maryland, for cash, and the proceeds arising from such sale to apply first: to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said William H. Ryan and Virginia D. Ryan, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs and assigns.

This mortgage is made, however, subject to the following covenants, conditions and agreements, that is to say:

1. If the mortgagors shall pay the indebtedness in monthly instalments as hereinbefore provided, and shall in all things do and perform all other acts and agreements by them herein agreed to be done, then and in that event only, this mortgage shall be and become null and void. And thereupon the mortgagee will enter, or cause to be entered, upon the records where said mortgage is recorded, satisfaction thereof, the expense of which the mortgagors or assigns agree to pay.

2. So long as any of the indebtedness hereby secured shall remain outstanding and unpaid, the mortgagors agree to keep said premises and improvements in good condition and repair, and to pay all taxes and assessments and other charges that may be levied or assessed upon or against the same, or which may be imposed upon the mortgagee in Maryland by reason of this mortgage investment, or upon the mortgage or obligation accompanying the same, or the debt hereby secured, as well as any specific mortgage tax now or hereafter imposed by law in Maryland upon said obligation and this mortgage, and as the same become due and payable; and all other debts that may become liens upon or charges against said property for repairs or for improvements that are now, or that may hereafter be made thereon, and not to permit any lien to accrue and remain on said premises or any part thereof, or on the improvements upon the same, which might take precedence over the lien of this conveyance.

3. Upon the failure by the mortgagors to pay any of said taxes or assessments, or the passage by the State of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the mortgagee, or upon the rendering by any Court of last resort of a decision that the undertaking by the mortgagors as herein provided to pay any taxes or assessments is legally inoperative, then and in any such event the debt hereby secured without deduction, shall at the option of the mortgagee, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law heretofore enacted or hereafter enacted.

4. The Mortgagors herein further agree to keep said improvements on the above described property unceasingly insured against loss by fire and if required, against loss by tornado, in some reliable insurance company or companies satisfactory to the mortgagee to their full insurable value, which shall not be less than thirty-five hundred dollars, until the indebtedness hereby secured is fully paid; all policies to be written without any co-insurance clause, to be deposited with the mortgagee premiums paid, and the loss (if any) to be payable to the mortgagee as its interest may appear. The mortgagors also agree to deliver all renewal policies, premiums paid, to the mortgagee at its office in the City of New York, at least three days before the expiration of the old policies. In case of loss and payment by any insurance company, the amount of the insurance money paid shall be applied either on the indebtedness secured hereby or in rebuilding or restoring the damaged building as the mortgagee may elect.

5. And in the event the mortgagors fail to insure said property or to deliver the policies as herein agreed, or to pay the taxes or assessments which may be assessed against the same, or the liens or claims which may accrue or remain thereon, the mortgagee or assigns are hereby authorized at their election to insure the same and pay the cost of such insurance, and also to pay said taxes, liens and claims, or any part thereof, and the mortgagors hereby agree to refund on demand the sum or sums so paid, with interest thereon at the rate of six per centum per annum, and this mortgage shall stand as security therefor; and any such sum or sums so paid shall become a part of the indebtedness hereby secured.

6. The mortgagee may resort for the payment of the indebtedness secured hereby to its several securities therefor in such order and manner as it may think fit, and may at any time release said policy of life insurance as collateral security for the payment of the indebtedness secured hereby, without regard to the consideration for such release and/or may accept a new policy of life insurance in place thereof for such amount and in such form as it may require without being accountable for so doing to any other lienor, and it is expressly understood and agreed that if said policy shall be cancelled or released and a new policy shall be substituted in place thereof, the mortgagors shall keep such new policy in full force and effect until the indebtedness secured hereby is fully paid and satisfied and in default thereof the entire indebtedness secured hereby shall, at the option of the mortgagee, become due and payable forthwith and without notice.

7. It is expressly understood and agreed, that this mortgage shall become due and payable forthwith at the option of the mortgagee if the mortgagors shall convey away said mortgaged premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever.

8. It is also understood and agreed that in the event of the death of the insured, the entire indebtedness hereby secured shall thereupon become due and payable, and such sum for which the mortgagee may be legally liable on said policy of life insurance or any policy substituted in place thereof, or any policy held as collateral hereto, or any dividends, dividend additions or dividend accumulations in connection with any policy held as collateral hereto, shall be applied on account of the indebtedness hereby secured; and in case a surplus shall remain after liquidating said indebtedness, it shall be paid over to whoever is lawfully entitled thereto.

9. It is further agreed that all the covenants and agreements of the mortgagors herein contained shall extend to and bind their executors, administrators, heirs and assigns, and shall inure to the benefit of the mortgagee, its successors and assigns.

WITNESS the hands and seals of said mortgagors:

Attest: Ethel McCarty

William H. Ryan (SEAL)

Virginia D. Ryan (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 8th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William H. Ryan and Virginia D. Ryan, his wife, the within named mortgagors, and did acknowledge the foregoing to be their act and deed. And at the same time, before me, also personally appeared F. Brooke Whiting, agent and attorney for the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and the said F. Brooke Whiting further and in like manner affirms that he is attorney and agent for the within named mortgagee and that he has authority to make this affidavit.

WITNESS my hand and Notarial Seal the day and year first above written.

(Notarial Seal)

Ethel McCarty, Notary Public.

Henry Laverne Wagner

Chattel Mortgage.

To

Filed and Recorded April 10th 1950 at 9:05 A. M.

First National Bank, Cumberland, Md.

THIS CHATTEL MORTGAGE, made this 8th day of April, 1950, by and between Henry Laverne Wagner and Anna Barbara Wagner, of Allegany County, Maryland, party of the first part, hereinafter called the Mortgagor, and The First National Bank of Cumberland, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of One Thousand Seventy-Five & no/100 dollars (\$1075.00), which is payable in 18 monthly installments of Fifty-Nine & 73/100 dollars (\$59.73) payable on the eighth day of each and every calendar month, said installments including principal and interest, as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at Cumberland, Allegany County, Maryland:

1950 Packard 4-Door Sedan - Model 135 DeLuxe - Serial No. 2362-5-25964 - Motor No. H-274830.

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

To Register City Apr. 14 1950

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness, as herein set forth, or if the Mortgagor shall attempt to sell, dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the mortgagee, its successors and assigns, or its, his, her or their duly constituted attorney or agent are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to wit: By giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of full coverage dollars (\$ --), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to inure to the benefit of the mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the Mortgagee.

WITNESS the hands and seals of the part -- of the first part.

Attest as to all:

T. V. Fier

Henry Laverng Wagner (SEAL)

Anna Barbara Wagner (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 8th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County, aforesaid, personally appeared Henry Laverng Wagner and Anna Barbara Wagner, the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be their act and deed, and at the same time before me also appeared T. V. Fier of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said T. V. Fier in like manner made oath that he is the agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

My Commission Expires May 7, 1951.

A. A. Helmick, Notary Public.

John Edward Smith, et ux, et al.

Agreement of Assumption of Mortgage.

With

Filed and Recorded April 10" 1950 at 9:35 A. M.

Lawrence E. Schmidt.

THIS AGREEMENT OF ASSUMPTION OF MORTGAGE, made as of this 24th day of March, 1950, by and between John Edward Smith and Anna Virginia Smith, his wife, parties of the first part and Lawrence E. Schmidt, widower, party of the second part, all of Allegany County, in the State of Maryland.

WHEREAS, by deed bearing date February 16, 1950, and recorded in Liber 228, Folio 79, of the Land Records of Allegany County, Maryland, the said Lawrence E. Schmidt conveyed unto the said John Edward Smith and Anna Virginia Smith, his wife, certain property situated in Allegany County, Maryland, all as will be seen by reference thereto, and

FURTHER WHEREAS, said conveyance was made subject to the lien of a certain mortgage upon said property, which said mortgage was given by the said Lawrence E. Schmidt unto The Liberty Trust Company, a corporation, of Cumberland, Maryland, and bears date September 20, 1948, and is recorded in Liber 216, Folio 412, of the Mortgage Records of Allegany County, Maryland, and

WHEREAS, it is the distinct understanding by and between the parties hereto that said property was purchased by the said parties of the first part subject to the lien of said mortgage.

NOW THEREFORE, the said John Edward Smith and Anna Virginia Smith, his wife, parties of the first part hereto, in consideration of the premises and of the sum of One Dollar, (\$1.00), paid by the said party of the second part unto the said parties of the first part, the receipt of which is hereby acknowledged, do hereby agree and to hereby assume the payment of the balance of the principal indebtedness of said mortgage, together with the interest thereon, the unpaid balance of said principal at this time being One Thousand Four Hundred Seventy-Three Dollars and Seventy-Six Cents, (\$1,473.76), with interest on said balance at the rate of six per centum (6%) per annum from March 1, 1950, and do further assume the performance of all of the other covenants and conditions and terms thereof as fully and to the same effect and purpose as though they had executed the said mortgage.

WITNESS our hands and seals the day and year above written.

WITNESS: Thomas L. Keech

John Edward Smith (SEAL)

Anna Virginia Smith (SEAL)

Thomas L. Keech

Lawrence E. Schmidt (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this 24th day of March, 1950, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Edward Smith and Anna Virginia Smith, his wife, and Lawrence E. Schmidt, widower, and each acknowledged

the foregoing instrument of writing to be their act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

Francis H. Mattingly, et ux.

Mortgage.

To
Liberty Trust Company, Cumberland, Md.

Filed and Recorded April 10th 1950 at 9:35 A. M.
(Stamps \$3.85)

THIS MORTGAGE, Made this 6th day of April, in the year nineteen hundred and fifty, by and between Francis H. Mattingly and Mildred Ann Mattingly, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

Whereas, the said Francis H. Mattingly and Mildred Ann Mattingly, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Three Thousand Nine Hundred (\$3,900.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1950.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Francis H. Mattingly and Mildred Ann Mattingly, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot of ground on Hanover Street, in the City of Cumberland, Maryland, known as Lot No. 10 in Piatt's Addition to the Town of Cumberland, which said lot has a frontage of 30 feet on the easterly side of Hanover Street and extends back an even width for a depth of 105 feet to an alley, and more particularly described in a deed from J. H. Holzshu, executor, to August L. Miller, dated February 12, 1895, and recorded in Liber No. 76, Folio 506, one of the Land Records of Allegany County.

It being the same property which was conveyed unto the said Mortgagors by Bertha M. Burns, widow, by deed dated April 22, 1948, and recorded in Liber 220, Folio 125, one of the Land Records of said Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Three Thousand Nine Hundred Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Three Thousand Nine Hundred (\$3,900.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: Thomas L. Keech

Francis H. Mattingly (SEAL)

Mildred Ann Mattingly (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 6th day of April, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Francis H. Mattingly and Mildred Ann Mattingly, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Thos. J. McNamee, Notary Public.

Forrest L. Morris, et ux.

Mortgage.

To

Filed and Recorded April 10th 1950 at 9:35 A. M.

Liberty Trust Company, Cumberland, Md.

(Stamps \$1.10)

THIS MORTGAGE, Made this 8th day of April, in the year nineteen hundred and fifty, by and between Forrest L. Morris and Thelma G. Morris, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

WHEREAS, the said Forrest L. Morris and Thelma G. Morris, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand Fifty (\$1,050.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1950.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,

together with the interest thereon, the said Forrest L. Morris and Thelma G. Morris, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground lying and being in Cumberland, Allegany County, Maryland, situate on the easterly side of Pennsylvania Avenue in Laing's Second Addition to Cumberland, designated on the plat of said Addition as part of Lot No. 206, and contained within the following courses and distances, to-wit:

Beginning for the same on the easterly side of Pennsylvania Avenue at a point where a line projected through the center partition of the double dwelling house known as Nos. 404 and 406 Pennsylvania Avenue, Cumberland, Maryland, intersects said Avenue and running then with said intersecting line projected through the said center partition, South 75 degrees 50 minutes East 100 feet, then South 14 degrees 10 minutes West 12.57 feet to a point on the second line of a deed from Harry L. Stegmaier, executor, to Georgia C. Sykes, dated January 5, 1942, which is recorded among the Land Records of Allegany County, Maryland, then with said second line reversed, North 77-3/4 degrees West 100 feet to the easterly side of Pennsylvania Avenue, and then with said Avenue, North 14 degrees 10 minutes East 15.75 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Marie K. Holzshu, by deed dated September 6, 1945, and recorded in Liber 205, Folio 588, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand Fifty Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the

To Mortgagee, City of Apr. 14, 1950

said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least One Thousand Fifty (\$1,050.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hand and seal of said mortgagor.

Attest: Thomas L. Keech

Forrest L. Morris (SEAL)

Thelma G. Morris (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 8th day of April, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Forrest L. Morris and Thelma G. Morris, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the president, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Thos. J. McNamee, Notary Public.

Otho Simms, et ux.

Mortgage.

To

Filed and Recorded April 10th 1950 at 2:20 P. M.

Liberty Trust Company, Cumberland, Md.

(Stamps 55¢).

THIS MORTGAGE, made this 8th day of April, in the year nineteen hundred and fifty, by and between Otho Simms and Marion Simms, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee, WITNESSETH:

WHEREAS, the said Otho Simms and Marion Simms, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Six Hundred (\$600.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1950.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Otho Simms and Marion Simms, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated in or near the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 336, in the Cumberland Improvement Company's Eastern Addition to Cumberland, and particularly described as follows, to wit:

Beginning at a stake standing on the western side of Pine Avenue and at the end of the first line of Lot No. 335 in said Addition, and running thence with said western side of said Avenue, South 42 degrees 54 minutes West 40 feet; thence at right angles to said Avenue, North 47 degrees 6 minutes West 205 feet to an alley, and with it, North 43 degrees 22 minutes East 40 feet to the end of the second line of Lot No. 335, and with said second line reversed, South 47 degrees 6 minutes East 205 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Edward J. Ryan, Trustee, by deed dated December 15, 1948, and recorded in Liber 223, Folio 462, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Six Hundred (\$600.00) Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in the payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least ----- SIX HUNDRED (\$600.00) -- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid, are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the

respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST: Thomas L. Keech

Otho Simms (SEAL)

Marion Simms (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 8th day of April, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Otho Simms and Marion Simms, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named Mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Thomas J. McNamee, Notary Public.

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Arthur J. Long, et ux.

Mortgage.

To

Filed and Recorded April 10" 1950 at 1:00 P. M.

Western Maryland Building & Loan Association, Inc.

THIS PURCHASE MONEY MORTGAGE, Made this 8th day of April, in the year nineteen hundred and fifty, by and between Arthur J. Long and Mary M. Long, his wife, of Allegany County and the State of Maryland, parties of the first part and the Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of Four Thousand Three Hundred (\$4,300.00) Dollars, on forty-three (43) - shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and

the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland, and more particularly described as follows:

ALL those lots, pieces or parcels of ground lying and being in Allegany County, Maryland, and known as Lots Nos. 29, 30 and 31 of Block 43, in Potomac Park Addition and fronting on what is known as Main Street in said addition, a plat of which addition is recorded in Flat Box No. 33 in the office of the Clerk of the Circuit Court for Allegany County, Maryland.

IT being the same property which was conveyed by Paul T. Beckwith, et ux. to Arthur J. Long, et ux, by deed dated as of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED, HOWEVER, that if the said parties of the first part make, or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said corporation, its successors or assigns, the principal sum of Four Thousand Three Hundred (\$4,300.00) dollars, with six (6) per cent interest thereon, payable in 139 monthly payments of not less than \$43.00 each, on or before the 8th day of each month hereafter until the whole of said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 8th day of May, 1950, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 8th day of November, 1961.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charges on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least four thousand three hundred (\$4,300.00) dollars, And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession

of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said parties of the first part, or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sum of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or William R. Carscaden, its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied;

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) per cent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder; whether the same shall have been matured or not and the balance, if any, to be paid to the said the parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test: Maxine Wilmot

Arthur J. Long (SEAL)

Mary M. Long (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 8th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Arthur J. Long and Mary M. Long, his wife, and each acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May, an agent of the within named mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth; and the said Clement C. May did further in like manner, make oath that he is the secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this 8th day of April, 1950.

(Notarial Seal)

Maxine Wilmot, Notary Public.

Mary Helen Voit

Mortgage.

To
Filed and Recorded April 10" 1950 at 1:00 P. M.
Western Maryland Building & Loan Association, Inc.

THIS PURCHASE MONEY MORTGAGE, Made this 8th day of April, in the year nineteen hundred and fifty, by and between Mary Helen Voit, divorced, of Allegany County, and the State of Maryland, party of the first part, and the Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said party of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of Five Thousand Dollars (\$5,000.00) on Fifty (50) shares of stock, upon the condition that a good and effectual mortgage be executed by the said party of the first part to the said Body Corporate, to secure the payment of the sums of money at the time and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said party of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said party of the first part does hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland, and more particularly described as follows:

ALL that lot or parcel of land situated on Lincoln Street, in the City of Cumberland, Allegany County, Maryland, known as Lot No. 23 in Gephart's Bedford Road Addition to Cumberland, (an amended plat of which is filed among the Land Records of Allegany County in Plat Case Box No. 82), which is more particularly described as follows:

BEGINNING at a point on the northwesterly side of Lincoln Street at the end of the first line of Lot Number Twenty-Two in said Addition, and running thence with the northwesterly side of said Lincoln Street, South forty-one degrees five minutes West thirty-three feet to Olive Alley; and with it, (being also by a line at right angles to said Lincoln Street), North forty-eight degrees fifty-five minutes West one hundred feet to Olive Alley; and with it, North forty-one degrees five minutes East thirty-three feet to the end of the second line of Lot Number Twenty-Two; and with said second line reversed, South forty-eight degrees fifty-five minutes East one hundred feet to the place of beginning.

IT being the same property which was conveyed by F. Brooke Whiting, et al, Trustees, to Mary H. Voit, by deed dated March 25, 1950, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and

Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said party of the first part makes, or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on her part to be made and done, then this mortgage shall be void. And the said party of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said corporation, its successors or assigns, the principal sum of Five Thousand (\$5,000.00) dollars with six (6) per cent interest thereon, payable in 139 monthly payments of not less than \$50.00 each, on or before the 8th day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 8th day of May, 1950, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 8th day of November, 1961.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said party of the first part does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand (\$5,000.00) dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said party of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or William R. Carscaden, its, or their duly constituted attorney, to sell the property hereby mortgaged for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) per cent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that in

that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the party of the first part as their interest may appear.

WITNESS the hand and seal of the said party of the first part hereto, the day and year hereinbefore written.

Test: Ruth E. O'Donnell

Mary Helen Voit (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 8th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Mary Helen Voit, divorced, and she acknowledged the foregoing mortgage to be her act; and at the same time, before me, also personally appeared Clement C. May, an agent of the within named mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth: and the said Clement C. May did further in like manner, make oath that he is the secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this 8th day of April, 1950.

(Notarial Seal)

Ruth E. O'Donnell, Notary Public.

John William Johnston

Chattel Mortgage.

To

Filed and Recorded April 10th 1950 at 10:10 A. M.

Cumberland Savings Bank, Cumberland, Md.

THIS CHATTEL MORTGAGE, Made this 8th day of April, 1950, by and between John William Johnston, of Allegany County, Maryland, hereinafter called the Mortgagor, and Cumberland Savings Bank, of Cumberland, Maryland, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagor stands indebted unto the said Mortgagee in the full sum of \$880.97, payable in 24 successive monthly installments of \$36.71, each, beginning one month after the date hereof as is evidenced by his promissory note of even date herewith.

NOW THEREFORE, in consideration of the premises and of the sum of \$1.00, the said Mortgagor does hereby bargain and sell unto the said Mortgagee, its successors and assigns, the following property, to-wit:

Custom Deluxe 1949 Club Coupe Ford. Engine No. #98HA10774 - Serial No. Same.

PROVIDED, if the said Mortgagor shall pay unto the said Mortgagee the aforesaid sum of \$ -- according to the terms of said promissory note and perform all the covenants herein agreed to by said Mortgagor, then this mortgage shall be void.

The Mortgagor does covenant and agree, pending this mortgage, as follows: That

said motor vehicle shall be kept in a garage in Cumberland, Maryland, except when actually being used by said Mortgagor, and that the place of storage shall not be changed without the written consent of said Mortgagee; to keep said motor vehicle in good repair and condition; to pay all taxes, assessments and public liens legally levied on said motor vehicle, when legally demandable; to pay said mortgage debt as agreed; to have said motor vehicle insured and pay the premiums, therefore, in some reliable company against fire, theft and collision, and have the policy or policies issued thereon payable, in case of loss, to the Mortgagee to the extent of its lien hereunder and to place such policies in possession of the Mortgagee.

But in case of default in the payment of the mortgage debt in any installment thereof in whole or in part in any covenant or condition of this mortgage, then the entire mortgage debt intended to be secured, shall at once become due and payable and these presents are hereby declared to be made in trust and the mortgagee is hereby declared and entitled to and may take immediate possession of said motor vehicle, and the said Mortgagee, its successors or assigns, or F. Brooke Whiting, its constituted attorney, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much as may be necessary, at public auction for cash in the City of Cumberland, Maryland, upon giving at least ten days' notice of the time, place and terms of sale in some newspaper published in said city, and the proceeds of such sale shall be applied, first to the payment of all expenses of said sale, including taxes and a commission of 8% to the party making said sale, and second, to the payment of said debt and interest thereon, and the balance, if any, to be paid to the said mortgagor, his personal representatives or assigns, and in case of a deficiency any unearned premiums or insurance may be collected by said Mortgagee and applied to said deficiency.

WITNESS, the hand and seal of said Mortgagee, the day and year first above written.

WITNESS: Marcus A. Naughton

John William Johnston (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 8th day of April, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John William Johnston and he acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared John L. Conway, cashier, Cumberland Savings Bank, the within named Mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Marcus A. Naughton, Notary Public.

extent of its lien hereunder, and to place such policies in possession of the mortgagee.

But in case of default in the payment of the mortgage debt or any installment thereof, in whole or in part, or in any covenant or condition of this mortgage, then the entire mortgage debt intended to be secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the mortgagee is hereby declared entitled to and may take immediate possession of said property, and the said mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, or so much as may be necessary, at public auction for cash in the City of Cumberland, Maryland, upon giving at least ten days' notice of the time, place and terms of sale in some newspaper published in said City, and the proceeds of such sale shall be applied first to the payment of all expenses of said sale, including taxes and a commission of 8% to the party making said sale, and second, to the payment of said debt and interest thereon, and the balance, if any, to be paid to the said mortgagor, his personal representatives or assigns; and in case of a deficiency any unearned premiums on insurance may be collected by said mortgagee and applied to said deficiency.

WITNESS the hand and seal of said mortgagor the day and year first aforesaid.

Attest: William C. Dudley Kenneth Warne Shipway (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 11th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Kenneth Warne Shipway and acknowledged the foregoing mortgage to be his act; and at the same time, before me, also personally appeared George C. Cook, cashier of The Commercial Savings Bank of Cumberland, Maryland, the mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the cashier or agent of said Corporation and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) William C. Dudley, Notary Public.

Paul Obed Barger, et ux.

To

First National Bank of Cumberland.

Mortgage.

Filed and Recorded April 10th 1950 at 2:30 P. M.

(Stamps \$2.75).

THIS MORTGAGE, Made this 8th day of April, 1950, by and between Paul Obed Barger and Mary C. Barger, his wife, of Allegany County, Maryland, parties of the first part, and The First National Bank of Cumberland, a banking corporation, duly incorporated under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Two Thousand Five Hundred (\$2,500.00) Dollars, payable one year after date with interest from date at the rate of five (5%) per cent per annum, payable quarterly.

NOW THEREFORE, this mortgage witnesseth:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and assign unto the said party of the second part, its successors and assigns, all that lot or parcel of ground situated on the easterly side of Woodside Avenue, in the City of Cumberland, Allegany County, Maryland, particularly described as follows, to-wit:

BEGINNING for the same at a point on the easterly side of Woodside Avenue at the end of ninety feet, measured in a northerly direction along the easterly side of said avenue from the northerly side of Woodbine Alley, said point of beginning being also at the end of the first line of the lot of ground conveyed by Sarah B. Cresap and husband to William Pearre by deed dated April 20, 1897, and recorded in Liber No. 81, Folio 191, of the Land Records of Allegany County, and running thence with the second line of said Pearre lot, and at right angles to said avenue, south eighty-one degrees east eighty feet to the end of said second line; thence north nine degrees east thirty feet; thence in a northwesterly direction eighty feet, more or less, to a point on the easterly side of Woodside Avenue distant north nine degrees east twenty-nine feet from the point of beginning, then with the easterly side of Woodside Avenue, south nine degrees west twenty-nine feet to the place of beginning.

It being the same property which was conveyed to the said Paul Obed Barger and Mary C. Barger, his wife, by deed of Lucille Douthitt, Trustee, dated the 31st day of August, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber 211, Folio 47.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Two Thousand Five Hundred (\$2,500.00) dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same be-

come due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Two Thousand Five Hundred (\$2,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage debt.

WITNESS the hands and seals of the said Mortgagors.

WITNESS as to both:

Paul Obed Barger (SEAL)

T. V. Fier

Mary C. Barger (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 8th day of April, 1950, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Paul Obed Barger and Mary C. Barger, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me also appeared H. A. Pitzer, president of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS MY HAND and Notarial Seal.
(Notarial Seal)

A. A. Helmick, Notary Public.

Donald W. Barger

Chattel Mortgage.

To

Filed and Recorded April 11" 1950 at 8:30 A. M.

North American Acceptance Corp. of Maryland.

THIS CHATTEL MORTGAGE, made this 27" day of March, 1950, by Barger, Donald W., Cumberland, of the city/county of Allegany, State of Maryland, hereinafter called "Mortgagor" to North American Acceptance Corporation of Maryland, a body corporate, 61 N. Centre Street, Cumberland, Maryland, hereinafter called "Mortgagee."

WITNESSETH: That for and in consideration of the sum of Two Hundred Sixty Dollars (\$260.00) the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The chattels, including household furniture, now located at Rt. 4, Cumberland, Allegany County, in said State of Maryland, that is to say: --- and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in Cumberland, Maryland, that is to say:

Make	Model	Year	Engine No.	Serial No.
Plymouth	4-Door	1941	F-12395302	11318075
Ford	1-1/2 ton	1941	99T-123994	

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, the said sum of \$360.00/100 according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 15 successive monthly installments of \$21.78 each, including interest at the rate of 3% per month on the unpaid principal balances, the first of which instalments shall be payable on the 25" day of April 1950, and each succeeding installment shall be payable on the 25" day of each succeeding month thereafter, together with a final installment covering any unpaid balance, including interest as aforesaid, which final installment shall be payable on the 25 day of June, 1951, and interest after maturity at said rate, then these presents shall be void.

The note evidencing said loan provides that the principal amount thereof or any part thereof may be paid prior to maturity with interest at the aforementioned rate to the date of payment.

Mortgagor covenants that he or she exclusively owns and possesses said motor vehicle or vehicles or other mortgaged personal property (all of which shall hereafter be referred to as "mortgaged personal property") and that there is no lien, claim or encumbrance or

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS: P. Shuck

Howard B. Peer (SEAL)

WITNESS: D. Aldridge

Foleda A. Peer (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 28th day of March, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Howard B. & Foleda A. Peer, the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared Glen R. Chappell, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bond fide, as therein set forth, and he further made oath that he is the agent of the mortgagee, and duly authorized by said mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Daisy V. Aldridge, Notary Public.

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Roy A. Combs, Sr., et ux.

Mortgage.

To

Filed and Recorded April 11th 1950 at 10:50 A. M.

Allegany Building, Loan & Savings Co. of Cumberland, Md.

THIS PURCHASE MONEY MORTGAGE, Made this 10th day of April, in the year nineteen hundred and fifty, by and between Roy A. Combs, Sr., and Homa M. Combs, his wife, of Allegany County, in the State of Maryland, parties of the first part, and The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, have received therefrom an advance or loan of Thirty-Five Hundred and 00/100 dollars on their thirty-five shares, class "C" stock upon condition that a good and effectual mortgage be executed by the said parties of the first part to said body corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned on the part of the said parties of the first part.

NOW THEREFORE, this Mortgage witnesseth, That in consideration of the premises and the sum of one dollar, the said parties of the first part do hereby grant, bargain and sell and convey unto the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, its successors and assigns, all those certain lots or parcels of ground situated on the Westerly side of Frederick Street in the City of Cumberland, Allegany County, Maryland, being known as part of Lots Nos. 40 and 41 of the Bedford Place Addition to the City of Cumberland, and more particularly described as follows:

BEGINNING for the same at an iron pipe stake at the end of the first line of Lot

No. 39 of said Addition, said pipe also being distant South 37 degrees 20 minutes West 52 feet from the intersection of the Southerly line of Pearre Avenue with the Westerly line of Frederick Street, and running thence with said Frederick Street, South 37 degrees 20 minutes West 50 feet to a stake; thence North 50 degrees 03 minutes West 73.3 feet to a stake at a fence corner; thence with a fence crossing Lot No. 41 and a part of Lot No. 40, North 38 degrees 34 minutes East 39.15 feet to a point 3/10 of a foot from the face of a concrete block garage wall; thence in a line parallel to and 3/10 of a foot from aforesaid garage wall, North 50 degrees 03 minutes West 6.5 feet to a stake; thence in a line paralleling the rear wall of said garage, North 38 degrees 34 minutes East 10.81 feet to a stake on the second line of aforesaid Lot No. 39; thence with a part of said second line reversed, South 50 degrees 03 minutes East 78.5 feet to the beginning.

BEING the same property conveyed unto the said Roy A. Combs, Sr., et ux., by Robert T. Howell, widower, by a deed of even date herewith, intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of this mortgage which is given to secure a portion of the purchase price paid by the mortgagor parties hereto for said property.

The parties of the first part do hereby stipulate, covenant, promise and agree with the party of the second part that this mortgage loan is made on condition that no new structures of any kind or major alterations to the existing improvements on the property will be made while this mortgage remains in force and effect without the written consent first had and obtained from the party of the second part, and that any violation of this agreement will constitute a default under the terms of this mortgage.

TOGETHER with the improvements thereon, and the rights, privileges and appurtenances thereunto belonging or appertaining.

TO HAVE AND TO HOLD the above granted property unto the said body corporate, its successors and assigns, forever in fee simple.

PROVIDED, HOWEVER, that if the said parties of the first part, their heirs and assigns, make or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, its successors or assigns, to pay and perform as follows, that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the said principal sum of Thirty-Five Hundred and 00/100 dollars with interest thereon at the rate of 6% per annum, payable in monthly payments of not less than \$35.00 and interest, on or before the first Monday of each and every month hereafter, until the whole of said principal debt and interest is paid, the first monthly payment being due on the first Monday in April, 1950, at the office of the said, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland.

SECOND: To pay all taxes, public dues and assessments legally levied on said property and on said mortgage debt which have been or may be hereafter levied or charged on said property and debt, when and as the same may be payable, and in default of such payment, the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof;

THIRD: To keep insured, during the continuance of this mortgage, by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the

hereby mortgaged land to the amount of at least thirty-five hundred and 00/100 dollars and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee or its assigns, to the extent of its or their lien or claim hereunder, and to place such policies, together with the renewals thereof, from time to time, during the continuance of this mortgage, in possession of the said mortgagee. And in default of such insurance, the mortgagee may insure said property and pay the premium thereon and charge the same against said mortgage debt as part thereof.

PROVIDED, That if default should be made by the said parties of the first part, their heirs and assigns, or by any one who may assume the payment of this mortgage in the payments of the aforesaid sums of money or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said The Allegany Building Loan and Savings Company, of Cumberland, Maryland, or its assigns, or Lewis M. Wilson, its or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or purchasers thereof or to his, her or their heirs or assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in event of a sale of said property under the powers hereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes and a commission of eight per cent, to the party selling or making such sale.

SECOND: To the payment of all claims and demands of said mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said parties of the first part, their personal representatives, heirs and assigns, as their interest may appear, or to whosoever may be entitled to the same.

WITNESS the hands and seals of the said parties of the first part hereto the day and year first hereinbefore written.

Test: Miles S. Amick

Roy A. Combs, Sr.

(SEAL)

Miles S. Amick

Homa M. Combs

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 10th day of April, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Roy A. Combs, Sr., and Homa M. Combs, his wife, and they acknowledged the foregoing mortgage to be their respective act:

And at the same time before me also personally appeared Arthur H. Amick, secretary and agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial seal the day and year aforesaid.

(Notarial Seal)

Miles S. Amick, Notary Public.

Robert E. Reid, et ux.

Mortgage.

To

Filed and Recorded April 11, 1950 at 10:50 A. M.

Allegany Building, Loan & Savings Co. of Cumberland, Md.

THIS PURCHASE MONEY MORTGAGE, Made this 10th day of April, in the year nineteen hundred and fifty, by and between Robert E. Reid and Devota P. Reid, his wife, of Allegany County, in the State of Maryland, parties of the first part, and The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, have received therefrom an advance loan of Twenty-Five Hundred and 00/100 Dollars, on their twenty-five shares, Class "G" stock upon condition that a good and effectual mortgage be executed by the said parties of the first part to said body corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned on the part of the said parties of the first part.

NOW THEREFORE, this mortgage witnesseth, That in consideration of the premises and the sum of one dollar, the said parties of the first part do hereby grant, bargain and sell and convey unto the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, its successors and assigns, all those certain lots or parcels of ground situated on the Easterly side of a 12-foot alley at the rear of 724 Frederick Street, in the City of Cumberland, Allegany County, Maryland, being known as a part of Lots Nos. 40 and 41 of the Bedford Place Addition to the City of Cumberland, and more particularly described as follows:

BEGINNING for the same at a stake on the Easterly side of a 12-foot alley at the end of the second line of Lot No. 39 of the aforesaid Addition, and running thence with said Easterly side of said alley, South 37 degrees 20 minutes West 50 feet to a stake at the end of a fence line; thence with said fence line, South 50 degrees 03 minutes East 41.7 feet to a stake at a fence corner; thence with a fence crossing Lot No. 41, and a part of Lot No. 40, North 38 degrees 34 minutes East 39.15 feet to a point 3/10 of a foot from the face of a concrete block garage wall; thence in a line parallel to and 3/10 of a foot from aforesaid garage wall, North 50 degrees 03 minutes West 6.5 feet to a stake; thence in a line parallel to the rear wall of said garage, North 38 degrees 34 minutes East 10.81 feet to a stake on the second line of aforesaid Lot No. 39; thence with a part of said second line, North 50 degrees 03 minutes West 36.5 feet to the beginning.

BEING the same property conveyed unto the said Robert E. Reid, et ux., by Robert T. Powell, et al., by a deed of even date herewith intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of this mortgage which is given to secure a portion of the purchase price paid by the mortgagor parties hereto for

said property.

TOGETHER WITH THE IMPROVEMENTS THEREON, and the rights, privileges and appurtenances thereunto belonging or appertaining.

TO HAVE AND TO HOLD the above granted property unto the said body corporate, its successors and assigns, forever, in fee simple.

PROVIDED, however, that if the said parties of the first part, their heirs and assigns, make or cause to be made the payments and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, its successors or assigns, to pay and perform as follows, that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the said principal sum of Twenty-Five Hundred and 00/100 dollars with interest thereon at the rate of 6% per annum, payable in monthly payments of not less than \$25.00 on or before the first Monday of each and every month hereafter, until the whole of said principal debt and interest is paid, the first monthly payment being due on the first Monday in April, 1950, at the office of the said, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland.

SECOND: To pay all taxes, public dues and assessments legally levied on said property and on said mortgage debt, which have been or may be hereafter levied or charged on said property and debt, when and as the same may be payable, and in default of such payment, the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: To keep insured, during the continuance of this mortgage, by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-Five Hundred and 00/100 dollars and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee or its assigns, to the extent of its or their lien or claim hereunder, and to place such policies, together with the renewals thereof, from time to time, during the continuance of this mortgage, in possession of the said mortgagee. And in default of such insurance, the mortgagee may insure said property and pay the premium thereon and charge the same against said mortgage debt as part thereof.

PROVIDED, That if default should be made by the said parties of the first part, their heirs and assigns, or by any one who may assume the payment of this mortgage, in the payments of the aforesaid sums of money or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said The Allegany Building Loan and Savings Company, of Cumberland, Maryland, or its assigns, or Lewis M. Wilson, its or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or purchasers thereof or to his, her or their heirs or assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in event of a sale of said property under the powers hereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes and a commission of eight per cent, to the party selling or making such sale.

SECOND: To the payment of all claims and demands of said mortgagee, its successors or assigns, hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said parties of the first part, their personal representatives, heirs and assigns, as their interest may appear, or to whosoever may be entitled to the same.

WITNESS the hands and seals of the said parties of the first part hereto the day and year first hereinbefore written.

Test: Miles S. Amick

Robert E. Reid (SEAL)

Miles S. Amick

Devota P. Reid (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 10th day of April, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Robert E. Reid and Devota P. Reid, his wife, and they acknowledged the foregoing mortgage to be their respective act:

And at the same time before me also personally appeared Arthur H. Amick, secretary and agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial seal the day and year aforesaid.

(Notarial Seal)

Miles S. Amick, Notary Public.

James W. Weese, et ux.

Mortgage.

To

Filed and Recorded April 11th 1950 at 2:45 P. M.

Elizabeth Wyatt

(Stamps \$1.10)

THIS MORTGAGE, made this 10th day of April, 1950, by and between James W. Weese and Velma M. Weese, his wife, of Mt. Savage, Allegany County, State of Maryland, parties of the first part, and Elizabeth Wyatt, also of Allegany County, State of Maryland, party of the second part.

WITNESSETH: Whereas, the said parties of the first part are indebted unto the said party of the second part in the full and just sum of One Thousand (\$1000.00) dollars, for money lent, which loan is evidenced by the promissory note of the said parties of the first part of even date herewith for the sum of One Thousand Dollars, payable without interest to the order of the party of the second part in four payments of two hundred and fifty dollars each, one, two, three and four years from date, and

WHEREAS, it was understood and agreed by the parties hereto that this mortgage should be executed in order to secure the prompt payment of said indebtedness or any renewals thereof, which might be executed. NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) in hand paid and in order to secure the prompt payment of said indebtedness at the maturity thereof, without interest thereon, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said party of the second part her heirs

and assigns, the following property, to-wit: All that tract or parcel of land situated in Barrellville, Allegany County, Maryland, and more particularly described as follows: Beginning for the same at an iron pipe stake standing at the end of the first line of the parcel of ground conveyed by Investors' Realty Corporation to Cecil W. Bridges, and Verna L. Bridges by deed dated November, 30th, 1944, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 203, Folio 209, and continuing thence with (Vernier readings reduced to Magnetic bearings as of 1940) the second line of said deed and the same extended, North 34 degrees 20 minutes East 400 feet, more or less, to an iron stake standing on the edge of an old coal road, thence with the edge of said coal road, North 13 degrees and 34 minutes, West 83-1/10 feet to an iron stake, thence North 23 degrees and 00 minutes West 166 feet to an iron stake, then North 46 degrees 30 minutes West 132 feet to an iron stake, then leaving said road and cutting into the whole area of which this is a part, South 86 degrees 50 minutes West 48-8/10 feet, more or less to a stake, thence South 72 degrees 40 minutes West 369-1/10 feet to a stake, thence South 31 degrees 5 minutes East 536-1/10 feet to a stake thence North 69 degrees 15 minutes East 209-3/10 feet to the place of beginning; containing 4-7/10 acres, more or less, subject to the easements, and reservations of minerals and rights as set out in Deed Recorded in Liber No. 221, Folio 294, of the Land Records of Allegany County, Maryland, a special reference to which is hereby made. Being the same piece and parcel of land which was conveyed unto the parties of the first part — James W. Weese, et ux, by Henry Mullaney, et ux, by deed bearing date the 23rd day of March, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 221, Folio 294.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining. PROVIDED, that if the said parties of the first part, their heirs, executors, administrators, or assigns, do and shall pay or cause to be paid to the said party of the second part, her executor, administrators, or assigns, the aforesaid sum of one thousand dollars, according to the true intent and meaning of the promissory note aforesaid, as the same shall fall due and become payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, and mortgage debt the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, in whole or in part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, her executors, administrator or assigns, or heirs, or Estel C. Kelley, her, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time and place and manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be for cash, and the proceeds arising from such sale to apply: First to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; Secondly, to the payment of all money owing under this mortgage, whether the same shall have matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power and no sale be made, one-half of the above commission shall be paid and allowed as costs, by the mortgagors, their representative, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, her representatives or assigns, the improvements on the hereby mortgaged property, to the amount of at least one thousand (\$1,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, her heirs or assigns, to the extent of her lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the said mortgage debt.

WITNESS the hands and seals of said Mortgagors:

Attest: Harry W. Poland
Harry W. Poland

James W. Weese (SEAL)
Velma M. Weese (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 10th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County and State aforesaid personally appeared James W. Weese and Velma M. Weese, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Elizabeth Wyatt, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.
(Notarial Seal) Harry W. Poland, Notary Public.
My Commission Expires May 7, 1951.

Luther William Crites et ux Filed and Recorded April 4th 1950 at 9:30 A.M. Mortgage
The Citizens National Bank of Westernport, Maryland

This Mortgage, Made this twentieth day of March
Purchase Money in the year Nineteen Hundred and fifty, by and between
Luther William Crites and Mary Blanche Crites, husband and wife,

of Allegany County, in the State of Maryland

parties of the first part, and The Citizens National Bank of Westernport, Maryland a corporation, organized under the National Banking Laws of The United States of America,

of Westernport, Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of eighteen hundred dollars (\$1800.00) for money lent, which loan is evidenced by their promissory note of even date herewith, payable on demand with interest to the order of The Party of the second part, at The Citizens National Bank of Westernport, Maryland, and whereas, it was understood that said loan was to be paid for the property hereby mortgaged and that this purchase money mortgage would be executed in order to secure the same or any renewal of said note or part thereof and the interest.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

and assigns, the following property, to-wit: All that certain land in the town of Luke, Allegany County, Maryland, situated on the South side of Nevisson Avenue, and fronting 25 feet 1 inch thereon and extending back 91 feet, being part of lot number 747 and lot number 748 on the plat of West Piedmont or Luke, . Being the same property which was conveyed unto the parties of the first part herein by deed from The West Virginia Pulp and Paper Company, dated March 10, 1950 and which deed is to be recorded among the land records of Allegany County, Maryland at the same time as the recording of this purchase money mortgage, and to which deed so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of eighteen hundred dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part, their heirs, administrators and assigns

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

~~do hereby authorize~~ and assigns, or Horace P. Whitworth, its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least

eighteen hundred--

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~heirs~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest

Howard C. Dixon

Luther William Crites (Seal)

Mary Blanche Crites (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this Mar 28 '50 day of March

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Luther William Crites and Mary Blanche Crites, husband and wife,

and each acknowledged the foregoing mortgage to their voluntary act and deed; and at the same time before me also personally appeared Howard C. Dixon President of The Citizens National Bank of Westernport, Maryland.

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the president of the said bank, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Richard H. Whitworth

Notary Public

Edwin D. VanMeter et ux

Cumberland Savings Bank of Cumberland, Maryland

Filed and Recorded April 5th 1950 at 11:30 A.M.

Mortgage

(Stamps \$4.40)

This Mortgage, Made this 4th day of April

in the year Nineteen Hundred and fifty, by and between

Edwin D. Van Meter and Hilda VanMeter, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and Cumberland Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, with its principal place of business in Cumberland, Allegany

County, ~~in the State of Maryland~~

parties of the second part, WITNESSETH:

Whereas, the said Edwin D. VanMeter and Hilda VanMeter, his wife, stand indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Four Thousand Dollars (\$4,000.00) to be paid with interest at the rate of six per cent (6%) per annum to be computed monthly on unpaid balances in payments of at least thirty-five Dollars (\$35.00) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accrued thereon, is paid in full, to secure which said principal, together with the interest accruing thereon, these presents are made.

AND WHEREAS this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Edwin D. VanMeter and Hilda VanMeter, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland its successors or

~~heirs, executors, administrators or assigns~~ assigns, the following property, to-wit: All that lot or parcel of ground situated on the Easterly side of the Baltimore Turnpike, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 24 in West View Park Addition to Cumberland, and more particularly described as follows, to wit:

BEGINNING on the Easterly side of the Baltimore Pike at the end of the first line of Lot No. 23 of said Addition, and running thence with said Pike, South 27 degrees 40 minutes West 40.2 feet; thence South 65 degrees 10 minutes East 100.6 feet to Alley D; and with said side of said Alley, North 41 degrees East 34.75 feet to the end of the second line of said Lot No. 23; thence reversing said second line North 61 degrees 30 minutes West 108.8 feet to the place of beginning.

It being the same property which was conveyed unto the said Edwin D. VanMeter and Hilda VanMeter, his wife, by Marion S. Stewart and Lillian S. Stewart, his wife, by deed dated October 4, 1948 and recorded in Liber 222, Folio 484, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Edwin D. VanMeter and Hilda VanMeter, his wife, their heirs, executors, administrators or assigns, do not shall pay to the said Cumberland Savings Bank of Cumberland, Maryland its successors ~~heirs, executors, administrators or assigns~~ or assigns, the aforesaid sum of Four Thousand Dollars (\$4,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Edwin D. VanMeter and Hilda VanMeter, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Edwin D. VanMeter and Hilda VanMeter, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Cumberland Savings Bank of Cumberland, Maryland, its successors or

~~assigns, or F. Brooke Whiting~~ his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Edwin D. VanMeter and Hilda VanMeter, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Edwin D. VanMeter and Hilda VanMeter, his wife

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least

Four Thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~or~~ assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest

Ethel McCarty

Edwin D. VanMeter (Seal)

Hilda M. VanMeter (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 4th day of April

in the year nineteen hundred and fifty, before me, the subscriber Notary Public of the State of Maryland, in and for said County, personally appeared Edwin D. VanMeter and Hilda VanMeter, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Marcus A. Naughton an agent of the Cumberland Savings Bank of Cumberland, Maryland

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide, as therein set forth, and the said Marcus A. Naughton further made oath in due form of law that he is the Vice-President and agent of the Cumberland Savings Bank

WITNESS my hand and Notarial Seal the day and year aforesaid, of Cumberland, Maryland and duly authorized to make this

(Notarial Seal)

Ethel McCarty

Notary Public

Robert Smith et ux

Benjamin F. Teeter

Filed and Recorded April 5th 1950 at 3:50 P.M.

Mortgage

This Mortgage,

Made this 5th day of April

in the year Nineteen Hundred and Fifty

Robert Smith and Vera V. Smith, his wife

of Allegany County, in the State of Maryland

parties of the first part, and Benjamin F. Teeter

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the party of the second part in the full and just sum of Three Thousand Two Hundred Dollars (\$3,200.00) for money this day loaned the parties of the first part as part of the purchase price of the hereinafter described property, and which said principal sum of Three Thousand Two Hundred Dollars (\$3,200.00) together with interest at the rate of Six Per Centum (6%) Per Annum, the parties of the first part hereby agree to repay in payments of not less than Thirty-three Dollars and Seventy-seven Cents (\$33.77) per month, said payments to apply first to interest and the balance to principal.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, his heirs and assigns, the following property, to-wit: ALL of that tract of land lying West of the Murley's Branch Road and North of the Dickerson Run Road in Election District No. 3 of Allegany County, Maryland, and being a part of those tracts of land conveyed to Mary Robinette by Amos Ash by deed dated the 27th day of April, 1900 and recorded in Liber 87, Folio 155, one of the Land Records of said County, and more particularly described as follows:

BEGINNING for the same at a hickory tree standing at the junction of fences and at the end of the seventh line of the Justin Heavner tract and running thence by magnetic meridian as of 1950 and horizontal measurements, with the lines of that tract of land conveyed to Herman Browning in 1949, South 52 degrees 50 minutes East 293.0 feet to a post and stone pile, thence South 78 degrees 15 minutes East 249.5 feet to a post and stone pile, thence North 85 degrees 0 minutes East 361.0 feet to a locust tree bearing six notches, thence South 12 degrees 10 minutes East 614.7 feet to the middle of the Murley's Branch Road, thence with said road South 61 degrees 20 minutes West 100.0 feet, thence South 50 degrees 05 minutes West 100.0 feet, thence South 52 degrees 10 minutes West 100.0 feet thence South 66 degrees 40 minutes West 260.3 feet to the junction with the Dickerson Run Road, thence with same North 51 degrees 15 minutes West 439.2 feet, thence North 46 degrees 30 minutes West 585.0 feet to the upper side of junction with an abandoned road, thence leaving said Dickerson hollow road North 18 degrees 30 minutes West 352.0 feet to a stone pile below said abandoned road and opposite a wire fence, as shown by Blaine C. Robinette as place of former stone pile corner, thence with old wire fence North 80 degrees 15 minutes East 384.2 feet to the beginning, containing 17.8 acres more or less.

IT BEING the same property which was conveyed unto the parties of the first part by Blaine C. Robinette et al by deed of even date herewith and recorded among the Land Records of Allegany County, Maryland, immediately preceding the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executor, administrator or assigns, the aforesaid sum of Three Thousand Two Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Completed and Recorded
To James Alfred Connett Clerk
Apr 16 1950

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his

heirs, executors, administrators and assigns, or James Alfred Avirett, his, ~~heirs, executors, administrators and assigns~~ duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first

part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor -- representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or --

assigns, the improvements on the hereby mortgaged land to the amount of at least

Three Thousand Two Hundred Dollars (\$3,200.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his ~~their~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seal s of said mortgagor s

Attest Ina E. Hughes
Ina E. Hughes

Robert Smith (Seal)
Vera V. Smith (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 5th day of April

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Robert Smith and Vera V. Smith his wife

and -- acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Benjamin F. Teeter

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Ina E. Hughes
Notary Public

Kenneth Richard Dolly et ux, Filed and Recorded April 6th 1950 at 9:00 A.M. Mortgage
S. Geneva H. Heffley

This Mortgage, Made this 31st day of March, in the year Nineteen Hundred and Fifty, by and between Kenneth Richard Dolly and Mary Ann Dolly, his wife,

of Allegany County, in the State of Maryland parties of the first part, and S. Geneva H. Heffley, widow of

of Somerset County, in the State of Pennsylvania part y of the second part, WITNESSETH:

Whereas, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Two Thousand Five Hundred (\$2,500.00) Dollars, and which said sum represents the purchase price of the hereinafter described property, and which said sum shall draw interest at the rate of five per cent (5%) per annum, and which said interest shall be computed and payable semi-annually hereafter upon the unpaid principal sum, and the said principal sum shall be payable at the rate of One Hundred Fifty (\$150.00) semi-annually, the first of which semi-annual payments shall become due and payable on the 1st day of October, 1951, and semi-annually thereafter until the full principal sum and interest shall have been fully paid, with the right reserved unto the Mortgagor to prepay any or all of said principal sum and interest at any time hereafter.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Kenneth Richard Dolly and Mary Ann Dolly, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said S. Geneva H. Heffley, her

heirs and assigns, the following property, to-wit: All of a certain lot or parcel of land situate in the Village of Flintstone, Maryland, and on the South side of the National Highway (U.S. 40) and more particularly described as follows: BEGINNING for the said land at the centre of said National Highway as witnessed by an iron pin set beside the road, which pin also marks the place of beginning for a lot of land conveyed by Josiah G. Dolly unto Russell O. Dolly and Effie A. Dolly his wife, by deed dated December 24, 1940, and recorded in the Land Records of Allegany County, Maryland, in Liber 188, folio 642; thence and with said highway North 60 degrees West 8 feet to an iron pin set beside the road; thence South 27 degrees West 32 perches 15 links to the centre of the branch or run witnessed by an iron pin set beside the fence along the North bank of said branch; thence and following the general course of the run South 86 degrees East 20 feet to the Southwest corner and the end of the first line of the aforesaid parcel of land of Russell O. Dolly et ux; thence and with said first line reversed North 32 3/4 degrees East 32 perches 13 links to the point of beginning, containing about one-fifth of an acre, more or less. It is the same land which was conveyed by Josiah G. Dolly and Clersa F. Dolly his wife, to Russell O. Dolly and Effie A. Dolly, his wife, by deed dated the 17th day of April, 1941, and recorded in Liber 189 folio 588 of the Land Records of Allegany County, Maryland; and ALL of that land which was conveyed as hereinafter set forth, which was a part of another lot of land conveyed by Josiah G. Dolly unto Russell O. Dolly and Effie A. Dolly, his wife, by deed dated the 24th day of December, 1940, and recorded in Liber 188, folio 642, one of the said Land Records and this particular tract is bounded and described as follows, to-wit: BEGINNING for the said land at an iron pipe driven beside the highway, which pin also is the place of beginning for the hereinbefore mentioned and described tract of land; thence and with said highway North 60 degrees West 8 feet to an iron pin beside the road; thence and leaving the highway South 27 degrees West 32 perches 15 links to the centre of a branch or run witnessed by an iron pin set beside the fence along the North bank of said branch; thence and with said run South 86 degrees East 48 feet to an iron pin driven beside said fence; thence North 27 degrees East 32 perches 10 links to an iron pin driven beside the said National Highway; thence and with said U.S. 40 North 60 degrees West 40 feet to the place of beginning, containing 8 1/2 square rods. The aforesaid tracts are the same tracts which were conveyed by Russell O. Dolly and Effie A. Dolly his wife, unto Raymond E. Whiteman and Rosalie Marian Whiteman, his wife, by deed dated the 9th day of May, 1941, and which said deed is recorded in Liber 190, folio 13, one of the Land Records of Allegany County, Maryland, and which were conveyed by deed of even date herewith by the said Raymond E. Whiteman and Rosalie Marian Whiteman, his wife, unto ---

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Kenneth Richard Dolly and Mary Ann Dolly, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said S. Geneva H. Heffley, her executor, administrator or assigns, the aforesaid sum of Two Thousand Five Hundred (\$2,500.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and if the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said
Kenneth Richard Dolly and Mary Ann Dolly, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Kenneth Richard Dolly and Mary Ann Dolly, his wife,
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

S. Geneva H. Heffley, her

heirs, executors, administrators and assigns, or Earl Edmund Manges his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Kenneth Richard Dolly and Mary Ann Dolly, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor or their representatives, heirs or assigns.

And the said Kenneth Richard Dolly and Mary Ann Dolly, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her

assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand Five Hundred (\$2,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her ~~liability~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest Earl E. Manges
Earl E. Manges

Kenneth R. Dolly (Seal)
Mary Ann Dolly (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 31st day of March

in the year nineteen hundred and fifty, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Kenneth Richard Dolly and Mary Ann Dolly, his wife,

and each acknowledged the foregoing mortgage to be his and her respective act and deed; and at the same time before me also personally appeared S. Geneva H. Heffley

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Earl Edmund Manges
Notary Public

Franklin R. Cessna et ux Filed and Recorded April 6th 1950 11:10 A.M.
The Second National Bank of Cumberland

Mortgage
(Stamps \$7.15)

This Mortgage, Made this 5th day of April

in the year Nineteen Hundred and Fifty, by and between

Franklin R. Cessna and Josephine R. Cessna his wife,

of Allegany County, in the State of Maryland

parties of the first part, and The Second National Bank of Cumberland, a National Banking Corporation with its principal place of business in Cumberland

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Sixty Five Hundred Dollars (\$6500.00) to be repaid with interest at the rate of Four Per Centum (4%) per annum, computed monthly on unpaid balances, said indebtedness to be amortized over a Fifteen (15) year period by the payment of at least Forty-eight Dollars and Eight Cents (\$48.08) per month on the principal and the interest accruing thereon, the first monthly payment being due one (1) month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accruing thereon, is paid in full, said monthly payment being first applied to the accrued interest and the balance thereof to the principal, to secure which said principal, together with the interest accruing thereon, these presents are executed. Privilege is reserved to prepay at any time without premium or fee the entire indebtedness or any part thereof not less than the amount of one (1) installment, or One Hundred Dollars (\$100.00) whichever is less. And whereas this mortgage shall also secure future advances so far as legally permissible at the date hereof.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Franklin R. Cessna and Josephine R. Cessna, his wife

do give, grant, bargain and sell, convey, release and confirm unto the said The Second National Bank of Cumberland, a National Banking Corporation with its principal place of business in Cumberland, its successors, heirs and assigns, the following property, to-wit: All that piece or parcel of land situated, lying and being in Election District No. 16 of Allegany County, Maryland, particularly described as follows:

BEGINNING at a steel pipe stake on the Easterly margin of the Uhl Highway at the end of 190 feet Southeastwardly from the Southeast corner of the parcel of land conveyed to Millard Twigg by a deed dated April 24, 1946; and running thence by new division lines, North 65 degrees East 219.7 feet; South 8 degrees East 104.35 feet; South 65 degrees West 219.7 feet to a steel stake; thence by the Uhl Highway, North 8 degrees West 104.35 feet to the beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of James N. DuVall, Sr., and Mary L. DuVall, his wife, dated September 15, 1949, which is recorded in Liber 226, folio 360, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Franklin R. Cessna and Josephine R. Cessna, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

The Second National Bank of Cumberland, its successors and assigns, the aforesaid sum of Sixty Five Hundred Dollars and 00/100 together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Franklin R. Cessna and Josephine R. Cessna, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Franklin R. Cessna and Josephine R. Cessna, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

The Second National Bank of Cumberland, its successors

and assigns, or Harry I. Stegmaier his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Franklin R. Cessna and Josephine R. Cessna, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Franklin R. Cessna and Josephine R. Cessna, his wife

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Sixty Five Hundred Dollars and 00/100 Cents (\$6500.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seals of said mortgagors

Attest Harry I. Stegmaier Franklin R. Cessna (Seal)
Harry I. Stegmaier Josephine R. Cessna (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 5th day of April

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Franklin R. Cessna and Josephine R. Cessna, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Joseph M. Naughton, President of the Second National Bank of Cumberland, a National Banking Corporation the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Joseph F. Stakem
Notary Public

George C. Rice et ux

To Frank J. Fratto

Filed and Recorded April 8th 1950 at 12:00

Mortgage

This Mortgage, Made this 7th day of April

PURCHASE MONEY in the year Nineteen Hundred and fifty, by and between George C. Rice and Cleo K. Rice, his wife,

of Allegany County, in the State of Maryland part 1st of the first part, and Frank J. Fratto

of Allegany County, in the State of Maryland part 2nd of the second part, WITNESSETH:

Whereas, the said party of the second part has this day loaned unto the said parties of the first part the full and just sum of sixty five hundred (\$6500.00) Dollars which said sum the said parties of the first part do hereby agree to repay unto the said party of the second part in installments of not less than fifty (\$50.00) Dollars per month, the first of which said installments shall be due and payable one month from the date hereof, which shall include interest at the rate of four (4%) per cent per annum, due and payable semi-annually, accounting from the date hereof.

Now Therefore, in consideration of the promises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part

heirs and assigns, the following property, to-wit: All that certain piece or parcel of ground, situated East of the Bedford Road, on the Southerly side of a 20 foot street or roadway leading from the Bedford Road, to the right of way of the Syetts Creek Water Company, in Election District No. 23, Allegany County, Maryland, about three and one half miles Northeast from the City of Cumberland and more particularly described as follows:

BEGINNING at a stake at the end of 124.25 feet on the third line of a property conveyed in a deed from John L. Stewart, et ux, to Frank J. Fratto, said deed dated the 2nd day of November, 1948 and recorded in Liber 223 folio 78 one of the Land Records of Allegany County, Maryland, and running thence with a part of said 3rd line North 50° 30 minutes West 135.2 feet to a stake; thence North 36° East 108.9 feet to a stake on the Southerly side of a 20 foot street or roadway; thence with said street or roadway South 53° 30 minutes East 135 feet to a stake; thence South 36° West 114.8 feet to the beginning.

BEING a part of a certain tract, piece or parcel of land conveyed in a deed from John L. Stewart, et ux to Frank J. Fratto, dated the 2nd day of November, 1948, and recorded in Liber 223 folio 78, one of the Land Records of Allegany County, Maryland.

This mortgage is given by the said parties of the first part unto the said party of the second part to secure the balance of the purchase price of the property described herein, and this mortgage is a "purchase money mortgage".

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executor, administrator or assigns, the aforesaid sum of sixty five hundred (\$6500.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed
T. R. R. B. 121 R. 1/2
Apr 13 1950

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his

heirs, executors, administrators and assigns, or Harold E. Naughton his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part do

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his

assigns, the improvements on the hereby mortgaged land to the amount of at least sixty five hundred (\$6500.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seal s of said mortgagors

Attest	Harold E. Naughton	George C. Rice	(Seal)
	Harold E. Naughton	Cleo K. Rice	(Seal)
			(Seal)
			(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 7th day of April

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared George C. Rice and Cleo K. Rice, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Frank J. Fratto

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Howard M. Spiker
Notary Public

Alice Lancaster Filed and Recorded April 10th 1950 at 2:00 P.M.
Bernard Preston et ux Mortgage

This Mortgage, Made this 6th day of April

in the year Nineteen Hundred and Fifty, by and between Alice Lansater, widow,

of Allegany County, in the State of Maryland

part y of the first part, and Bernard Preston and Irene Preston, his wife,

of Allegany County, in the State of Maryland

part ias of the second part, WITNESSETH:

Whereas, the said party of the first part is justly and bona fide indebted unto the parties of the second part, in the full and just sum of Three Thousand Dollars, which said sum the party of the first part promises to pay to the order of the parties of the second part in consecutive monthly installments of not less than Twenty Five Dollars per month, and in addition shall make payment of the interest thereon at the rate of five per cent. per annum, payable semi-annually, the sum hereby secured being in part purchase money for the hereinafter described property.

Now Therefore, in consideration of the promises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

does give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground lying and situated in Frostburg, Maryland, and known as Lot No. 26 of Park Addition, recorded among the land records of Allegany County, Maryland, in Liber No. 111, folio 420, and described as follows:

Beginning for the same at the end of the third line of Lot No. 22 as shown on the blue print on record, and reversing said third line, South 27 degrees 30 minutes East 150 feet to a stake at the edge of an alley way, thence with said alley way South 45 degrees 00 minutes West fifty feet to a stake, thence leaving said alley way, North 27 degrees 30 minutes West 150 feet to a stake at the end of a forty foot street, thence with said street, North 45 degrees East 50 feet to the place of beginning. It being the same property conveyed to the party of the first part by Armand Zumpano, unmarried and Eugenio Zumpano, widower, by deed of even date herewith and intended to be recorded among the land records of Allegany County, and being also the same property conveyed to Armand Zumpano and Eugenio Zumpano by Harbert Loar, Trustee, by deed dated January 14th, 1946, and recorded in Liber No. 206, folio 609, of said land records, reference to which is hereby made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, her heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of Three Thousand Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

party of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

party of the first part, her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor her representatives, heirs or assigns.

And the said party of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest Alice Lancaster (Seal)
Edw. J. Ryan (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify. That on this 6th day of April

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Alice Lancaster, widow,

and -- acknowledged the foregoing mortgage to be her act and deed; and at the same time before me also personally appeared --

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Edward J. Ryan

Notary Public

James E. Fox ux

Filed and Recorded April 11th 1950 at 9:40 A.M.
The Citizens National Bank of Westernport, Maryland

Mortgage

This Mortgage, Made this Third day of April
PURCHASE MONEY
in the year Nineteen Hundred and Fifty, by and between
James E. Fox and Edna M. Fox, husband and wife,

of Allegany County, in the State of Maryland
parties of the first part, and The Citizens National Bank of Westernport,
Maryland, a corporation, organized under the national banking laws of the United States of America
of Westernport, Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, The parties of the first part herein are indebted unto the party of the second part in the full and just sum of eighteen hundred dollars (\$1800.00) for money lent, which loan is evidenced by the promissory note of the parties of the first part, of even date herewith, payable on demand to the order of the said party of the second part, with interest, in the amount of eighteen hundred dollars, at The Citizens National Bank of Westernport, Maryland, and whereas it was understood and agreed that this mortgage as a purchase money mortgage was to be executed to secure the same,

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

heirs and assigns, the following property, to-wit: All those two certain lots of ground in Luke, Allegany County, Maryland, known as lots numbers 633 and 634 on the plat of West Piedmont, fronting fifty feet on the northwest side of Fairview Street, and being the same two lots of ground which were conveyed unto the parties of the first part herein by deed from the West Virginia Pulp and Paper Company, dated March 25, 1950, and which deed is to be recorded among the land records of Allegany County, Maryland, at the same time as this purchase money mortgage, and to which deed when so recorded a reference is hereby made for a definite and particular description of the said property by courses and distances.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of eighteen hundred dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs or assigns may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its

heirs, executors, administrators and assigns, or Horace P. Whitworth, its heirs, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors

assigns, the improvements on the hereby mortgaged land to the amount of at least Eighteen hundred

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest

James E. Fox (Seal)
Edna M. Fox (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this -- day of April

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

James E. Fox and Edna M. Fox, husband and wife,

and each acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Howard C. Dixon President of The Citizens National Bank of Westernport, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the president of said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal) Richard M. Whitworth
Notary Public

Philip W. Scarcelli et ux
To
The Citizens National Bank of Westernport, Maryland
Filed and Recorded April 11th 1950 at 9:40 A.M. Mortgage

This Mortgage, Made this third day of April
PURCHASE MONEY
in the year Nineteen Hundred and fifty, by and between
Phillip W. Scarcelli and Josephine A. Scarcelli, husband and wife,
of Westernport, Allegany County, in the State of Maryland
parties of the first part, and The Citizens National Bank of Westernport, Maryland, a corporation organized under the National Banking Laws,

of Westernport, Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of \$2270.00 for money lent, which loan is for part of the purchase price of the hereinafter described lands, and which loan is evidenced by the promissory note of the said parties of the first part of even date herewith, payable in the sum of \$2270, on demand with interest to the order of the party of the second part, at the Citizens National Bank of Westernport, Maryland, And Whereas, it was understood and agreed prior to the making of said loan and the fixing of said note that this mortgage should be executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

heirs and assigns, the following property, to-wit: That certain parcel of land situated on the south side of Maryland Avenue in the town of Westernport, Allegany County, Maryland, with a frontage of 18 feet, and extending back 100 feet, the same width throughout. The house thereon being known as No. 410. Being the same property which was conveyed unto the parties of the first part by The West Virginia Pulp & Paper Company by deed of March 25, 1950, to be recorded among the land records of Allegany County, Maryland at the same time as the recording of this purchase money mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors ~~the aforesaid sum of twenty two hundred and seventy dollars (\$2270.00)~~ or assigns, the aforesaid sum of twenty two hundred and seventy dollars (\$2270.00) together with the interest thereon, as and when the same shall become due and payable; and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs or assigns

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns

~~heirs, executors, administrators and assigns~~, or Horace P. Whitworth, its heirs, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Twenty two hundred and seventy Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~heirs~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest
 Charles J. Laughlin
 Phillip W. Scarcelli (Seal)
 Josephine A. Scarcelli (Seal)
 (Seal)
 (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this third day of April

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Phillip W. Scarcelli and Josephine A. Scarcelli his wife,

and each acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Howard C. Dixon, President of The Citizens National Bank of Westernport, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the president of the said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.
 Charles J. Laughlin
 Notary Public

Milton A. Sively et ux Filed and Recorded April 11th 1950 at 9:40 A M Mortgage
 The Citizens National Bank of Westernport, Maryland

This Mortgage, Made this third day of April
 PURCHASE MONEY in the year Nineteen Hundred and fifty, by and between
 Milton A. Sively and Malva L. Sively, husband and wife,
 of Luke, Allegany County, in the State of Maryland
 part ies of the first part, and The Citizens National Bank of Westernport, Maryland, a corporation organized under the National Banking Laws
 of Westernport, Allegany County, in the State of Maryland
 part y of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of seventeen hundred dollars (\$1700.00) for money lent, which loan is evidenced by the promissory note of the said parties of the first part, of even date herewith, payable on demand to the order of the said party of the second part, with interest, in the sum of \$1700.00 at The Citizens National Bank of Westernport, Maryland, and whereas, it was understood and agreed prior to the lending of said money that this purchase money mortgage should be executed to secure the said loan as part of the purchase price of the hereinafter described lands,

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

~~heirs~~ and assigns, the following property, to-wit: All that lot of ground in the town of Luke, Allegany County, Maryland, known and numbered on the plat of West Piedmont or Luke as lot number 167, located on the west side of Pratt Street, improved by house No. 413, in said town. The said lot being twenty five feet by one hundred feet, and being the same property which was conveyed unto the parties of the first part herein by deed from The West Virginia Pulp and Paper Company dated March 18, 1950 and which deed is to be recorded among the land records of Allegany County, Maryland at the same time as the recording of this purchase money mortgage, and to which deed so recorded a reference is hereby made for a more definite and particular description of the property hereby conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors, the aforesaid sum of seventeen hundred dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed
 To Notary Westernport Me. H. H.
 Apr 13 1950

And it is Agreed that until default be made in the premises, the said

parties of the first part, their heirs or assigns

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

~~and assigns, or Horace P. Whitworth~~ his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least

Seventeen hundred

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee's successors ~~heirs~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest

Charles J. Laughlin

Milton A. Sively

(Seal)

Malva L. Sively

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this third day of April

in the year nineteen hundred and fifty, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Milton A. Sively and Malva L. Sively husband and wife,

and each acknowledged the foregoing mortgage to be their voluntary and deed; and

at the same time before me also personally appeared Howard C. Dixon President of the Citizens National Bank of Westernport, Maryland

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the president of said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Charles J. Laughlin

Notary Public

Joseph H. Spates et ux

Mary H. Langan, widow

Filed and recorded April 11" 1950 at 9:50 A.M.

Mortgage

(Stamps \$7.15)

This Mortgage,

Made this 1st day of April

in the year Nineteen Hundred and fifty

, by and between

Joseph Spates and Dorothy C. Spates, his wife,

of Allegany

County, in the State of Maryland

parties of the first part, and Mary H. Langan, widow,

of Allegany

County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Six Thousand Nine Hundred and Fifty nine and 39/100 Dollars, which said sum parties of the first part promise to pay to the order of the party of the second part in consecutive quarterly installments of not less than Eight Hundred and Sixty Nine Dollars and Seventy two cents, with interest at six per cent. per annum, on deferred payments until the full sum of \$6959.39 has been paid and satisfied.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, her

heirs and assigns, the following property, to-wit: All that lot or parcel of ground lying and being on East Main Street, in Frostburg, Maryland, and known as Lot No. Eight (8) in the Eckhart Flat Addition to the town of Frostburg, and being the same property conveyed to the parties of the first part by Helen Doolin Malloy and husband, by deed dated July 8th, 1941, and recorded in Liber No. 190 folio 578, one of the land records of Allegany County, Maryland, reference to which deed is hereby made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

executor, administrator or assigns, the aforesaid sum of Sixty Nine Hundred and Fifty Nine Dollars and Thirty Nine cents together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Mary A. Langan, her

heirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her

assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors:

Attest	Melvin C. Connor	Jos. H. Spates	(Seal)
	Melvin C. Connor	Dorothy C. Spates	(Seal)
			(Seal)
			(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 1st day of April

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Joseph H. Spates and Dorothy C. Spates, his wife,

and -- acknowledged the foregoing mortgage to be -- act and deed; and at the same time before me also personally appeared --

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Edward J. Ryan
Notary Public

Herbert H. Jewell et ux, filed and Recorded April 11th 1950 at 11:10 A.M. Mortgage
The Board of Trustees of Chapel Hill Lodge No. 53, I.O.O.F. of Cumberland, Allegany County, Maryland. (Stamps \$1.65)
This Mortgage, Made this 8th day of April

in the year Nineteen Hundred and fifty, by and between Herbert H. Jewell and Vera L. Jewell, his wife,

of Allegany County, in the State of Maryland parties of the first part, and The Board of Trustees of Chapel Hill Lodge NO. 53 Independent Order of Odd Fellows, of Cumberland,

of Allegany County, in the State of Maryland party of the second part, WITNESSETH:

Whereas, the parties of the first part are justly indebted unto the party of the second part in the full and just sum of Fifteen Hundred Dollars (\$1500.00) this day loaned the parties of the first part by the party of the second part, which said sum is payable, together with interest thereon at the rate of 5% per annum, in quarterly installments of One Hundred Dollars (\$100.00) each. The first of said installments being due on the 8th day of July, 1950, and to continue quarterly thereafter until said principal sum, together with the interest thereon, are fully paid. Interest is to be calculated and credited quarterly.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned quarterly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more quarterly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

and assigns, the following property, to-wit: All that lot or parcel of ground about three miles west of Cumberland, in Allegany County, Maryland, known as parts of Lots Numbers Four and Five of Braaddock Farms Addition (a plat of which Addition is on file in Plat Case Box No. 31, among the Land Records of Allegany County, Maryland) and which parcel is described as follows:

PART OF LOT NUMBER FOUR AND PART OF LOT NUMBER FIVE BRAADDOCK FARMS BEGINNING on the Northwesterly side of Maryland Street at the end of fifty feet on the first line of Lot Number Four, and running thence with Maryland Street and with the remainder of said first line of Lot Number Four, and with part of the first line of Lot Number Five, North thirty-nine degrees fifty-four minutes East forty-four feet; thence across Lot Number Five, North fifty degrees six minutes West six hundred and five feet to the third line of Lot Number Five; thence with part of the third line of Lot Number Five and with part of the third line of Lot Number Four, South thirty-nine degrees fifty-four minutes West forty-four feet; thence across Lot Number Four, South fifty degrees six minutes East six hundred and five feet to the beginning.

IT BEING the same property which was conveyed to Herbert A. Jewell and Vera L. Jewell, his wife, by James A. Perrin and Angela M. Perrin, his wife, by deed dated January 31, 1945, and recorded in Liber 202, folio 666 among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances therunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Fifteen Hundred Dollars (\$1500.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

~~and assigns, or Gorman E. Getty~~ his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least

Fifteen Hundred Dollars (\$1500.00)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee its successors ~~or assigns~~ or assigns, to the extent of its ~~claim~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest Ethel McCarty Herbert H. Jewell (Seal)
Ethel McCarty Vera L. Jewell (Seal)
(Seal)
(Seal)

State of Maryland.

Allegany County, to wit:

I hereby certify, That on this 8th day of April

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Herbert H. Jewell and Vera L. Jewell, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George H. Federick, Treasurer of The Board of Trustees of Chapel Hill Lodge No. 53, Independent Order of Odd Fellows of Cumberland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Ethel McCarty
Notary Public

Edythe D. Blake Filed and Recorded April 12th 1950 at 8:30 A.M.
The Second National Bank of Cumberland, Maryland

Mortgage
(Stamps \$7.15)

This Mortgage, Made this 10th day of April
in the year Nineteen Hundred and Fifty, by and between
Edythe D. Blake (Widow)

of Allegany County, in the State of Maryland
part y of the first part, and The Second National Bank of Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States of Maryland County, in the State of Maryland
~~in the State of Maryland~~
part y of the second part, WITNESSETH:

Whereas, The party of the first part is indebted unto the party of the second part in the full and just sum of Sixty-Five Hundred Dollars (\$6,500.00) this day loaned the party of the first part, which principal sum, with interest at 5% per annum, is to be repaid by the party of the first part to the party of the second part in payments of not less than Seventy Dollars (\$70.00) per month, said payments to be applied first to interest and the balance to principal. The first of said monthly payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

do es give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors or assigns, the following property, to-wit:

All that tract or parcel of land situated on the Northerly side of Bedford Street in the City of Cumberland, Allegany County, Maryland, and being the same property which was conveyed to the said Edythe D. Blake, by Michael Porter Blake by deed dated May 11, 1933, and recorded among the Land Records of Allegany County in Liber No. 171, folio 613; the property herein conveyed having been laid out in lots in an Addition known as "Glen-Jean Addition", plat of which is of record among the Land Records of Allegany County, Maryland. This conveyance to include the whole of said original parcel of land and the lots as laid out thereon, excepting Lots Nos. 1, 2, 3, 4, 5, 6, 7, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 29, 30, 31, 41, 42, 43, and one-half of Lots Nos. 52, 53, and 54, all of which have heretofore been conveyed to other persons.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, her heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Sixty-five Hundred (\$6500.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

party of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

~~heirs, executors, administrators and assigns, or William M. Somerville, its~~ his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

party of the first part, her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor -- representatives, heirs or assigns.

And the said party of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or ---

assigns, the improvements on the hereby mortgaged land to the amount of at least

Sixty-five Hundred (\$6,500.00)

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~heirs~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

J. H. Mosner

Edythe D. Blake

(Seal)

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 10th day of April

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Edythe D. Blake (widow)

and -- acknowledged the foregoing mortgage to be her act and deed; and at the same time before me also personally appeared John H. Mosner, Cashier of The Second National Bank of Cumberland, Cumberland, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Chas. E. Shaw

Notary Public

Robert F. Nelson et ux Filed and Recorded April 12th 1950 at 1:30 P.M.
The Citizens National Bank of Westernport, Maryland

Mortgage

This Mortgage, Made this Fifth day of April
in the year Nineteen Hundred and fifty, by and between

Robert F. Nelson and Elizabeth G. Nelson, his wife,

of Luke, Allegany County, in the State of Maryland

parties of the first part, and The Citizens National Bank of Westernport, Maryland, a corporation, organized under the National Banking Laws of The United States of America

of Westernport, Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, The said parties of the first part are indebted unto the party of the second part in the full and just sum of twenty-seven hundred dollars (\$2700.00) for money lent, which loan is evidenced by the promissory note of the said parties of the first part payable on demand with interest in the sum of twenty seven hundred dollars, at The Citizens National Bank of Westernport, Maryland and bearing even date herewith.

And **Whereas**, it was understood and agreed between the parties prior to the making of said loan and the giving of said note that this mortgage should be executed, to secure the said sum as the purchase price of the lands hereby mortgaged.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its successors

~~heirs~~ and assigns, the following property, to-wit:

All that lot of ground in the town of Luke, Allegany County, Maryland, as was laid off and numbered on the plat of West Piedmont as lot number 165, fronting 25 feet on the west side of Pratt Street in said town of Luke, the house on same being known as No. 409. Being the same property which was conveyed unto Johnson James Nelson et ux by deed from the West Virginia Pulp and Paper Company dated March 25, 1950, and by the said Johnson James Nelson et ux to Robert F. Nelson and Elizabeth G. Nelson, the parties of the first part herein by deed of April 4, 1950. Both of said deed to be recorded among the land records of Allegany County, prior to the recording of this purchase money mortgage and to which deed so recorded a reference is hereby made for a definite and particular description of the property hereby mortgaged.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors ~~heirs, executors, administrators or assigns~~ or assigns, the aforesaid sum of twenty seven hundred dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs or assigns

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

~~heirs, executors, administrators and assigns, or~~ Horace P. Whitworth, its or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, its representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors

assigns, the improvements on the hereby mortgaged land to the amount of at least

twenty-seven hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee its successors heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest
H. P. Whitworth
Robert F. Nelson (Seal)
Elizabeth G. Nelson (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 8th day of April

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Robert F. Nelson and Elizabeth G. Nelson, husband and wife,

and each acknowledged the foregoing mortgage to their voluntary act and deed; and at the same time before me also personally appeared Howard C. Dixon, President and agent of the Citizens National Bank of Westernport, Md. the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the agent and president of said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Naoma Flanagan
Notary Public

Lewis M. Smith et ux

J. Forrest Milleson et ux

This Mortgage,

Made this 13th day of April

in the year Nineteen Hundred and Fifty

by and between Lewis M. Smith and Laura W. Smith, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and J. Forrest Milleson and Louenna M. Milleson, his wife,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the parties of the first part are now indebted to the said J. Forrest Milleson and Louenna M. Milleson, his wife, as tenants by the entireties in the full and just sum of Nine Thousand (\$9,000.00) Dollars, payable on or before ten years after May 1, 1950, with interest at the rate of 5% per annum, in monthly payments on the principal of not less than \$75.00 beginning, on June 1, 1950, and in monthly payments of interest accounting from May 1, 1950, and beginning on June 1, 1950, such interest to be as calculated every three months on the principal due at the beginning of said three months and paid in three equal monthly payments during said three months with and in addition to the monthly payments on the principal, the principal to be reduced every three months by applying thereto the payments made on the principal during said period.

It is agreed that if through illness or other misfortune the parties of the first part are unable to meet the monthly payments on the principal, that such failure to so pay shall not be a default under this mortgage unless such monthly payments on the principal are in arrears for three months.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: All that lot, piece or parcel of ground situated lying and being along the Southerly side of Bedford Street Extended in the City of Cumberland, Allegany County, and State of Maryland, and being Lot No. 87 and the Southerly one half of Lot No. 88, in Schlund's Addition to Cumberland, Md., and which said Lot No. 87 and the Southerly one half of Lot No. 88 are described as follows, to-wit:

Beginning for the same at a point along the Southerly side of Bedford Street Extended, said point being at the end of the first line of the property conveyed by Walter P. Schlund et al, Executors, to Charles L. Hill et ux by deed dated March 29, 1939, and recorded in Liber No. 183, folio 129, one of the land records of Allegany County, Maryland, and running thence along and with the Southerly side of Bedford Street Extended, South 49 degrees 50 minutes West 75 feet; thence at right angles to the Southerly side of Bedford Street Extended, South 40 degrees 10 minutes East 200 feet; thence parallel to Bedford Street Extended, North 49 degrees 50 minutes East 75 feet; thence North 40 degrees 10 minutes West 200 feet to the place of beginning. Surveyed April, 1944, by William Rice, Surveyor.

Being the same property conveyed by J. Forrest Milleson et ux to the said Lewis M. Smith et ux by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland; this mortgage being given to secure part of the purchase price for said property. Reference to said deed is hereby made for a further description.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of Nine Thousand (\$9,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and those presents are hereby declared to be made in trust, and the said

parties of the second part, their heirs, executors, administrators and assigns, or Wilbur V. Wilson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand (\$9,000.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest

James A. Perrin

Lewis M. Smith

(Seal)

Laura W. Smith

(Seal)

James A. Perrin

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 13th day of April

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Lewis M. Smith and Laura W. Smith his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared J. Forrest Milleson and Louenna M. Milleson, his wife the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

James A. Perrin

Notary Public

Wellington E. Yutzy et ux

Karl F. Kahl et ux

Filed and Recorded April 13th 1950 at 2:30 P.M.

Mortgage

This Mortgage, Made this 11th day of April in the year Nineteen Hundred and Fifty, by and between Wellington E. Yutzy and Margaret K. Yutzy, his wife,

of Allegany County, in the State of Maryland parties of the first part, and Karl F. Kahl and Mabel F. Kahl, his wife,

of Garrett County, in the State of Maryland part is s of the second part, WITNESSETH:

Whereas, the Parties of the First Part are justly and bona fide indebted unto the Parties of the Second Part in the full and just sum of Ten Thousand (\$10,000.00) Dollars, which said sum is to be repaid in monthly installments of not less than Seventy-five (\$75.00) Dollars per month, the first of which said payments shall be due on the first day of the month of April, 1950, and monthly thereafter, and the said principal sum or the unpaid balance thereof shall draw interest at the rate of five percent (5%) per annum, which said interest shall be computed and payable monthly upon the unpaid balance upon the same day as the aforesaid payments upon the said principal sum, with the right specifically reserved unto the Parties of the First Part to prepay any or all of said principal sum at any time prior to maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Wellington E. Yutzy and Margaret K. Yutzy, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Karl F. Kahl and Mabel F. Kahl, his wife, their

heirs and assigns, the following property, to-wit:

All those lots or parcels of ground lying and being in Allegany County, Maryland, and situate about six miles west of the City of Cumberland, near the National Highway west of Allegany Camp Meeting Ground, and adjoining and North of Braddock Run, and being a part of what is known as the Six Mile House Property, now and designated as Lots Nos. 61, 62, 63, 64, and 65, on the plat called "Section A of the Peoples Park Amusement Co.," filed September 21, 1922, in Plat Case Box 74, of the Land Records of Allegany County, Maryland, and particularly described as one parcel as follows, to wit:

BEGINNING for the said parcel on the Southernly side of LaVale Avenue, at the end of the first line of Lot No. 60 in said Addition; and running thence with said Avenue, (1) South 61 degrees 45 minutes West 155 feet to the Easterly side of Washington Street; thence with said Street (2) South 19 degrees 35 minutes East 103 feet to the Northernly side of an alley; thence with said Alley, (3) North 81 degrees 40 minutes East 45.2 feet; thence (4) North 56 degrees 35 minutes East 109.7 feet to the end of the second line of said Lot No. 60; thence with said line reversed (5) North 18 degrees 45 minutes West 109.5 feet to the place of beginning.

The aforesaid parcel of land is the same land which was conveyed by deed dated the 11th day of April, 1950, by Raymond J. Ansbach and Frances F. Ansbach, his wife unto the said Wellington E. Yutzy and Margaret K. Yutzy, his wife, and which said deed is to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this Purchase Money Mortgage, a specific reference to which said deed is hereby made for a fuller and more particular description of the lands hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Wellington E. Yutzy and Margaret K. Yutzy, their heirs, executors, administrators or assigns, do and shall pay to the said Karl F. Kahl and Mabel F. Kahl, his wife, their executors, administrators or assigns, the aforesaid sum of -- together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said
Wellington E. Yutzy and Margaret K. Yutzy, his wife,

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said
Wellington E. Yutzy and Margaret K. Yutzy, his wife,
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-
gage, then the entire mortgage debt intended to be hereby secured shall at once become due and
payable, and these presents are hereby declared to be made in trust, and the said

Karl F. Kahl and Mabel F. Kahl, his wife, their

heirs, executors, administrators and assigns, or Earl Edmund Manges
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
been then matured or not; and as to the balance, to pay it over to the said

Wellington E. Yutzy and Margaret K. Yutzy, his wife, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said Wellington E. Yutzy and Margaret K. Yutzy, his wife

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least
Ten Thousand (\$10,000.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of
fires, to insure to the benefit of the mortgagee s, their heirs or assigns, to the extent
of their lien or claim hereunder, and to place such policy or policies forth-
with in possession of the mortgagee s, or the mortgagees may effect said insurance and collect
the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seal s of said mortgagor s:

Attest

--

Wellington E. Yutzy (Seal)

Margaret K. Yutzy (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 11th day of April

in the year nineteen hundred and fifty, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Wellington E. Yutzy and Margaret K. Yutzy, his wife,

and each acknowledged the foregoing mortgage to be his and her respective
act and deed; and at the same time before me also personally appeared Karl F. Kahl and Mabel F. Kahl, his wife,

the within named mortgagees and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Earl Edmund Manges

Notary Public

John Nisbet

To Walter E. Kling, et al Trustees

This Mortgage, Made this 4th

Filed and Recorded April 13th 1950 at 9:15 A.M.

Mortgage

(Stamps \$3.85)

in the year Nineteen Hundred and fifty, day of April, by and between
John Nisbet, widower,

of Allegany County, in the State of Maryland
part y of the first part, and Walter E. Kling, Frank J. Davis, and Garrett L. Minnick, trustee
for Queen City Lodge No. 136 Knights of Pythias, an unincorporated fraternal organization
of Cumberland,
of Allegany County, in the State of Maryland
part y of the second part, WITNESSETH:

Whereas, the said party of the first part now stands indebted unto the said party of the
second part in the just and full sum of ThirtyFive Hundred (\$3500.00) Dollars, which said
sum is payable to the said party of the second part, three (3) years after date, with interest
thereon from date at the rate of six percent annually, payable annually, the first payment of
interest to be made one year from date. The said party of the first part shall have the
right to pay the full amount of said indebtedness on this note at any time and shall also
have the right to pay any portion of said indebtedness at any time.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid,
and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said party of the first part

do es give, grant, bargain and sell, convey, release and confirm unto the said
party of the second part, their successors or its successors,

heirs and assigns, the following property, to-wit: All that lot or parcel of land situate in
South Cumberland, in Allegany County, Maryland, known as Lot No. 6 in the Springdale Addition
to Cumberland, described as follows, to-wit:

BEGINNING at the end of the first line of Lot No. 7 in said Addition, said point being 150
feet distant from the intersection of the North side of Second Street with the East side of
Cedar Street, and running thence North 19 degrees East 33-5/10 feet, then South 71 degrees East
111-5/10 feet, then South 19 degrees West 33-5/10 feet, then North 71 degrees West 111-5/10 feet
to the beginning. This property is known as number 110 North Cedar Street in Cumberland, Mary-
land.

It being the same property conveyed to John Nisbet, et ux, by J. George Nickel et al, by
deed dated the ninth day of August, 1920, and recorded in Liber No. 134, folio 133, one of the
Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, his
heirs, executors, administrators or assigns, do and shall pay to the said
party of the second part, their successors or its successors
executor, administrator or assigns, the aforesaid sum of Thirty-five hundred Dollars
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on his part to be
performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

party of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its or their successors

~~And~~ executors, administrators and assigns, or Julius A. Schindler his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

party of the first part, his heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor his representatives, heirs or assigns.

And the said party of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its or their successors, assigns, the improvements on the hereby mortgaged land to the amount of at least

Thirty five hundred (\$3500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its or their successors or assigns, to the extent of \$3500.00 their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

John Nisbet (Seal)

Julius A. Schindler (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 4th day of April

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared John Nisbet, widower

and he acknowledged the foregoing mortgage to be his act and deed; and

at the same time before me also personally appeared Walter E. Kline, Frank J. Davis, and Garrett L. Minnick, trustees for Queen City Lodge No. 138 Knights of Pythias, an unincorporated fraternal organization of Cumberland, Maryland, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further that they are duly authorized to make this affidavit, on behalf of said Queen City Lodge.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

My com. expires 5-7-51.

Mildred S. Fisher

Notary Public

Hulbert H. Hansrote et ux
Henry W. Ford et ux Filed and Recorded April 17th 1950 at 9:50 A.M. Mortgage

This Mortgage,

Made this 15th day of April
in the year Nineteen Hundred and Fifty, by and between

Hulbert H. Hansrote and Virginia Hansrote, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and Henry W. Ford and Frances Ford, his wife

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the parties of the second part in the full and just sum of Twenty One Hundred Dollars (\$2100.00) for money this day loaned the parties of the first part as part of the purchase price of the hereinafter described property, and which said principal sum of Twenty One Hundred Dollars (\$2,100.00) together with interest at the rate of Six Per Centum (6%) Per Annum, the parties of the first part here \$5788 repay in payments of not less than Fifteen Dollars (\$15.00) per month. Interest on said principal amount shall be payable semi-annually and the parties of the first part shall have the right to make additional payments on the principal amount of this mortgage on any semi-annual interest date in amounts of not less than One Hundred Dollars (\$100.00).

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: ALL that certain piece or parcel of ground lying and being at the Northeast corner of the Potomac Park Addition, about 3-1/2 miles southwest from the City of Cumberland, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at an iron pin standing on the southerly side of Division Avenue, in the said Potomac Park Addition, said iron pin also being the beginning of a certain track of land conveyed in a deed from Wesley A. McCraw et ux to Sterling D. Canfield et ux dated December 7, 1943, and recorded in Liber 198, Folio 116, one of the Land Records of Allegany County and running thence with a part of the first line of the aforesaid deed, South 14 degrees 03 minutes West 207.1 feet to a stake; thence South 75 degrees 57 minutes East 72.3 feet to a stake; thence South 14 degrees 03 minutes West 135 feet to a stake; thence South 75 degrees 57 minutes East 258.25 feet to the westerly right of way line of the Baltimore and Ohio Railroad Company; thence with said right of way line in a northerly direction 348.3 feet, more or less, to a stake on the southerly line of Division Avenue; thence with said southerly line, being also the last line of the aforesaid deed, North 75 degrees 03 minutes West 245.7 feet to the beginning.

IT BEING the same property which was conveyed unto Hulbert H. Hansrote and Virginia Hansrote, his wife, by Sterling D. Canfield and Vivian D. Canfield his wife, by deed of even date herewith and recorded among the Land Records of Allegany County, Maryland, immediately preceding the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of Twenty One Hundred Dollars (\$2100.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or James Alfred Avirett his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor -- representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or

assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty One Hundred Dollars (\$2,100.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Attest	James Alfred Avirett	Hulbert H. Hansrote	(Seal)
	James Alfred Avirett	Virginia Hansrote	(Seal)
			(Seal)
			(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 15th day of April

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Hulbert H. Hansrote and Virginia Hansrote, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Henry W. Ford and Frances Ford, his wife, the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ina E. Hughes

Notary Public

Harry E. Miller et ux Filed and Recorded April 18" 1950 at 9:40 A.M. Mortgage
Edna F. Arnold (Stamps \$3.30)

This Mortgage, Made this Seventeenth day of April

in the year Nineteen Hundred and Fifty, by and between Harry E. Miller and Virginia E. Miller, his wife,

of Allegany County, in the State of Maryland parties of the first part, and Edna F. Arnold

of Allegany County, in the State of Maryland party of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the said party of the second part in the sum of Three Thousand Dollars (\$3,000.00) as evidenced by the Promissory Note of the said parties of the first part of even date herewith, payable on Demand unto the order of the said party of the second part, the sum of Three Thousand Dollars (\$3,000.00) with interest at the rate of Six Percent (6%) per Annum, which interest is to begin on the 15th day of June, 1950, and,

WHEREAS, the said parties of the first part executed and give this Mortgage as the Security for the aforesaid note

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, her

heirs and assigns, the following property, to-wit:

All of the following described real estate located in the Town of Westernport, in Allegany County, Maryland, as all that parcel of land known as part of Lot No. Seven (7) in Morrison's Second Addition to New Reading and beginning for the same at a peg forty feet distant from the end of the first line of Lot Number six and corner of Lot No. 7, which is the same as being 42½ feet distant from the beginning of Lot No. 8, and running thence South 11½ degrees West 40 feet to a peg; thence South 78 ¾ degrees East 132 feet to a peg; thence North 11½ degrees East 40 feet to a peg; thence North 78 ¾ degrees West 132 feet to the beginning. Being the same property as conveyed unto the said parties of the first part by Harry V. Reeves et ux by deed dated April 4, 1949, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 224, Folio 542.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her executor, administrator or assigns, the aforesaid sum of Three Thousand Dollars (\$3,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, her

heirs, executors, administrators and assigns, or Horace P. Whitworth, Jr. his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor or their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her

assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand & 00/100 Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her ~~liability~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest	Harry E. Miller (Seal)
Horace P. Whitworth, Jr.	Virginia E. Miller (Seal)
	(Seal)
	(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this Seventeenth day of April

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Harry E. Miller and Virginia E. Miller, his wife

and have acknowledged the foregoing mortgage to be voluntary act and deed; and at the same time before me also personally appeared Edna F. Arnold

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Naoma Flanagan
Notary Public

Harry V. Reeves Jr. et ux Filed and Recorded April 18th 1950 at 10:00
Harry V. Reeves Jr.

Mortgage
(Stamps \$2.20)

This Mortgage, Made this twenty second day of March

in the year Nineteen Hundred and Fifty, by and between

Harry V. Reeves Jr. and Hazel Reeves, husband and wife,

of Allegany County, in the State of Maryland

parties of the first part, and Harry V. Reeves, Sr.

of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, The said parties of the first part are indebted unto the party of the second part in the full and just sum of Two thousand and sixty three dollars for money lent, which loan is evidenced by the promissory note of the said parties of the first part, of even date herewith, payable on demand with interest to the order of the party of the second part, at the Citizens National Bank of Westernport, Maryland; and whereas, it was understood and agreed that this mortgage should be executed prior to the making of said loan, and the giving of said note.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, their

heirs and assigns, the following property, to-wit: All that certain lot of ground in the town of Westernport, Allegany County, Maryland, known and numbered on the plat thereof in Hammond's Addition as lot number one hundred and twenty, being fifty by one hundred and thirty feet in size, and being the same property which was conveyed unto the parties of the first part herewith, in by deed from Harry V. Reeves and Marie A. Reeves, his wife, dated February 6th, 1946 and of record among the land records of Allegany County, Maryland, in Liber No. 207 Folio 384.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executor, administrator or assigns, the aforesaid sum of Two thousand and sixty three dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed
Twelve Washington
Apr 21 1950

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs and assigns

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, his heirs or assigns

do hereby acknowledge and assign, or Horace P. Whitworth, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part, their heirs and assigns

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least

Two thousand

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest

Horace P. Whitworth

Harry V. Reeves, Jr.

(Seal)

Hazel Reeves

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this twenty second day of March

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Harry V. Reeves Jr. and Hazel Reeves, his wife

and each acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Harry V. Reeves, Sr.

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

James W. Reeves

Notary Public

Earl M. Malone et ux

Chattel Mortgage

To

Filed and Recorded March 30" 1950 at 11:30 A M

Lester Millenson t/a, etc.

This Chattel Mortgage Made this 24th day of March, 1950

by and between Earl M. Malone and Margaret L. Malone, his wife, 616 Elm Street of the City of Cumberland, Allegany County State of Maryland hereinafter called the "Mortgagor," LESTER MILLENSON, trading as NATIONAL LOAN COMPANY, Cumberland, Maryland (License No. 92), hereinafter called the "Mortgagee."

WITNESSETH: That for and in consideration of the sum of Three Hundred Dollars (\$ 300.00), the actual amount lent by the Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, and which amount the Mortgagor hereby covenants to repay unto the Mortgagee as herein set forth, the said Mortgagor doth hereby bargain and sell unto the said Mortgagee the following described personal property, now located at No. 616 Elm Street aforesaid, that is to say:-

Make	Model	Year	Engine No.	Serial No.	Title No.
Chevrolet	4-Door Sedan	1941	EAM-156395	14AH07-69717	

OTHER ACCESSORIES:

TO HAVE AND TO HOLD the same unto the said Mortgagee, his personal representatives and assigns, forever.

PROVIDED, HOWEVER, that if the said Mortgagor shall pay or cause to be paid to the said Mortgagee, his personal representatives and assigns, at his regular place of business, the aforesaid principal sum of Three Hundred Dollars, (\$ 300.00), in fourteen successive monthly installments of Twenty-five dollars and 13/100 Dollars, (\$ 25.13), each, including interest before and after maturity at the rate of 3% per month on the unpaid principal balances, the first of which installments shall be payable on the 15th day of April, 1950, together with a final 15th installment, covering any unpaid balance, including interest as aforesaid, which installment shall be payable on the 15th day of June 1951, then these presents shall be void.

The Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said mortgaged personal property from the above described premises without the consent in writing of the Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by the Mortgagee at any time.

In the event of default in any of the covenants or conditions hereof, or if the Mortgagor sell or offer to sell said mortgaged personal property, or any part thereof, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of the Mortgagee, without prior demand, and said Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of the Mortgagor to the Mortgagee, or if possession be withheld from the Mortgagee, the Mortgagee may obtain possession by any appropriate legal proceeding including the right of replevin. After such possession under the terms hereof, the Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

The Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to the Mortgagor at his or their last known address, notifying him or them that the Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of the Mortgagor (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder, therefore, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, the Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which the Mortgagor resides or in the City or County in which the Mortgagee is licensed, whichever the Mort-

gagors, as may be necessary or proper or convenient to effectuate any such settlement, adjustment or collection without liability for the alleged inadequacy of the settlement and adjustment. Should the mortgagors fail to procure such insurance or keep the same in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid balance shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgageor; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgageor at his or her last known address, notifying him or her that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgageor resides or in the City or County in which mortgagee, its successor and assigns, is licensed, which ever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgageor(s).

WITNESS <u>S. Burns</u>	<u>Louis A. Pryor</u>	(SEAL)
WITNESS <u>P. Mitchell</u>	<u>Blanche N. Pryor</u>	(SEAL)
WITNESS _____	_____	(SEAL)

STATE OF MARYLAND COUNTY OF Allegany, TO WIT:

I HEREBY CERTIFY that on this 5 day of April 19 50, before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County of Allegany aforesaid, personally appeared Louis A. and Blanche N. Pryor

the Mortgageor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared Glen A. Chappell

Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and notarial Seal.
(Notarial Seal)

Daisy V. Aldridge

Notary Public.

Emory V. Turner et ux

Mortgage

To Filed and Recorded April 11" 1950 at 11:20AM.

First Federal Savings and Loan Association
of Cumberland

(Stamps \$6.60)

This Mortgage, Made this 10th day of April in the year Nineteen Hundred and Fifty by and between Emory V. Turner and Glendora L. Turner his wife, of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagee, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Sixty Two Hundred Forty Dollars and 00/100 Cents (\$6240.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Forty-six Dollars and Sixteen Cents (\$46.14) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground in Cumberland, Allegany County, Maryland, fronting fifty and fifteen-hundredths feet (50.15) on Frederick Street and known as Lot No. 24 on the Revised Plat of Twigg Addition to Cumberland, which plat is recorded in Plat Case Box No. 153 among the Land Records of Allegany County, Maryland, and which is described as follows:-

LOT No. 24: BEGINNING on the southeasterly side of Frederick Street (as re-located) South 32 degrees 13 minutes West from its intersection with the southwesterly side of Warren Street (being also the end of the first line of the deed dated March 28th, 1947, and recorded in Deeds Liber No. 219, Folio 304, whereby Lot No. 25 was conveyed to Joseph H. Stitche and wife by Louisa P. Henderson) and running thence with Frederick Street South 32 degrees 13 minutes West 50.15 feet; thence South 52 degrees 44 minutes East 442.20 feet to the rear boundary of Twigg Addition; then with it, North 34 degrees 41 minutes East 50.17 feet to Lot No. 25; thence with the boundary line between Lots Nos. 24 and 25, North 52 degrees 44 minutes West 443.65 feet to the beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of George Henderson and Joan H. Henderson, his wife, and George Henderson, Trustee under the will of Louisa P. Henderson for Helen H. L. Green and George Henderson, Trustee under the will of Louisa P. Henderson for Louisa H. Pierce, which is to be recorded simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixty Two Hundred Forty Dollars (\$6240.00) ~~backwards~~ and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of the said mortgagor s
Attest: Gerald L. Harrison Emory V. Turner (SEAL)
Glendora L. Turner (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 10th day of April in the year nineteen hundred and ~~thirty~~ fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Emory V. Turner and Glendora L. Turner, his wife, the said mortgagor s herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Gerald L. Harrison
Notary Public

Marie K. Holzshu

Mortgage

To Filed and Recorded April 13th 1950 at 11:30 A.M.

First Federal Savings and Loan Association

(Stamps \$14.85)

This Mortgage, Made this 12th day of April in the year Nineteen Hundred and ~~Forty~~ Fifty by and between

Marie K. Holzshu of Allegany County, in the State of Maryland part y of the first part, hereinafter called mortgagor, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

That the said mortgagee has this day loaned to the said mortgagor the sum of Thirteen Thousand Five Hundred Dollars and 00/100 Cents (\$13,500.00) Dollars, which said sum the mortgagor agrees to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following: 6.78

By the payment of One Hundred and Six Dollars and Seventy-eight Cents (\$106.78) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor does give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the Northerly side of Washington Street in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 55, 56, 57 and 58 of a "Subdivision of Read's Addition owned by George Vang," a plat of which subdivision is recorded in Liber 82, Folio 1, one of the Land Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows to wit:

BEGINNING for the same on the Northerly side of Washington Street at the end of the third line of Lot No. 54 in said Addition, and then reversing said third line North 1 degrees 12 minutes East 150 feet to the Southerly side of Read's Terrace, thence with said Terrace North 76 degrees 48 minutes West 190 feet, then South 13 degrees 12 minutes West 150 feet to the Northerly side of Washington Street, thence with said Street South 76 degrees 48 minutes East 190 feet to the place of beginning.

BEING the same property which was conveyed unto the party of the first part by deed of Safe Deposit and Trust Company of Baltimore, Trustee under the last will and testament of James A. McHenry, dated June 10, 1947, and is recorded in Liber 215, Folio 454, one of the Land Records of Allegany County, Maryland.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and does covenant that she will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor, her heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor, her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, her representatives, heirs or assigns.

And the said mortgagor, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirteen Thousand five hundred dollars (\$13,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor, as additional security for the payment of the indebtedness hereby secured, does hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor, for herself and her heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, her heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor

Attest: Gerald L. Harrison

Marie K Holzshu (SEAL)
(SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 12th day of April in the year nineteen hundred and forty fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Marie K. Holzshu (single)

the said mortgagor herein and she acknowledged the foregoing mortgage to be her act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison
Notary Public

John Robert Groves et ux
To

Filed and Recorded April 19" 1950 at 10:40 A.M.

Mortgage

First Federal Savings and Loan Association
of Cumberland

This Mortgage, Made this 17th day of April in the year Nineteen Hundred and forty Fifty by and between John Robert Groves and Katherine M. Groves, his wife of Allegany County, in the State of Maryland part ies of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fifty Two Hundred Dollars and 00/100 Cents (\$5200.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Thirty-eight Dollars and Forty-eight Cents (\$38.48) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot of ground lying in the City of Cumberland, Allegany County and State of Maryland, known as Lot No. 105, and part of Lot No. 106, in Fairview Addition to Cumberland, and described as follows:

BEGINNING for the same at a point on the South side of Fairview Avenue, distant 69-1/6 degrees West 563 feet from the stone marked "B" planted on Pulaski Street, and running with said Avenue, North 72 degrees 58 minutes West 31 feet; then South 20 degrees 35 minutes West 95-93/100 feet to Beech Alley; and with said Alley, South 69 degrees 25 minutes East 31 feet; then North 20 degrees 35 minutes East 96-24/100 feet to the beginning, according to the plat of said addition recorded among the Land Records of Allegany County, in Liber J.W.Y. No. 97 folio 203.

BEING the same property which was conveyed unto the parties of the first part by deed of George J. Reichert, Executor of the last Will and Testament of Theresa M. Reichert, deceased of even date which is intended to be recorded among the Land Records of Allegany County, Maryland simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their successors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty Two Hundred Dollars (\$5200.00) ~~xxxxxx~~ and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s

Attest: Gerald L. Harrison

John Robert Groves (SEAL)
Katherine M. Groves (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 17th day of April in the year nineteen hundred and forty ~~forty~~ fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John Robert Groves and Katherine M. Groves, his wife, the said mortgagor s herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison
Notary Public

William E. Elgin et ux
To

Filed and Recorded April 20th 1950 at 9:45 A.M.

Mortgage

First Federal Savings and Loan Association
PURCHASE MONEY of Cumberland

This Mortgage, Made this 19th day of April in the year Nineteen Hundred and forty ~~forty~~ fifty by and between William E. Elgin and Jane E. Elgin, his wife

of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Sixty Four Hundred (\$6,400.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Forty-seven and 35/100 (\$47.35) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All of Lot No. 25 as shown on a plat of the Allegany Grove Camp Grounds, recorded in Plat Case Box No. 150 one of the Land Records of Allegany County said Lot 25 stands on the East side of the road commonly known as the "Camp Ground Road" that connects the "Old National Pike" (Braided Road) with the National Pike U.S. 40 about 5 1/2 miles West of Cumberland, Allegany County State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at the point of intersection of the division line between Lots Nos. 25 and 26 with the East side of said Camp Ground Road and running with said division line (Magnetic Bearings as of said Plat) North 71 degrees and 10 minutes East 154 feet thence South 18 degrees and 50 minutes East 50 feet to a point, it being the end of the second line of parcel of ground conveyed by Walter C. Capper and J. Clifford Goodfellow, Trustees, to Elza H. Twigg, et ux by deed dated March 13, 1941, and recorded in Liber 189, Folio 370, one of the Land Records of Allegany County, and continuing thence with the third part of the fourth lines of said parcel of ground South 71 degrees 10 minutes West 158-24/100 feet to a point standing on the East side of the aforementioned "Camp Ground Road" thence with Road, North 13 degrees and 36 minutes West 50.2 feet to the beginning.

It being the same property conveyed by Melville F. King and Friedeberg N. King his wife to William E. Elgin and Jane E. Elgin, his wife, by deed dated the 19 day of April, 1950, and which is to be recorded among the Land Records of Allegany County, Maryland prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George A. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least sixty-four hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L. Harrison

William E. Elgin (SEAL)
Jane A. Elgin (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 19th day of April

in the year nineteen hundred and ~~twenty~~ fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William E. Elgin and Jane A. Elgin, his wife,

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George A. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make said mortgage.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison

Notary Public

Raymond H. Leighty et ux

To

Filed and Recorded April 21st 1950 at 10:30 A.M.

Mortgage

First Federal Savings and Loan Association
of Cumberland

(Stamps \$4.95)

This Mortgage, Made this 20th day of April in the year Nineteen Hundred and ~~Forty~~ Fifty by and between Raymond H. Leighty and Eva G. Leighty his wife, of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Forty Five Hundred (\$4500.00) Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Forty-four and 40/100 (\$44.40) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

The South-westerly part of Lot Number 31, in Twigg Addition to Cumberland, in the City of Cumberland, in Allegany County, in the State of Maryland, and described by metes and bounds and courses and distances as follows, to-wit:

BEGINNING for the same on the south-easterly side of Frederick Street as now located, at its intersection with the boundary line between Lot Number 30 and Lot Number 31 in said Addition as shown on the Revised Plat of said Addition recorded among the Land records of Allegany County, State of Maryland, in Plat Case Box Number 153, it being also the end of the third line of the property conveyed to Richard H. Bittinger and Mary J. Bittinger, his wife, by deed dated April 15, A. D. 1946, and running thence with the boundary line between said Lots Number 30 and 31 and with the third line reversed of the said deed to Richard H. Bittinger and Mary J. Bittinger his wife, South 52 degrees 44 minutes East 452.37 feet to the rear boundary of said Twigg Addition; thence with part of said rear boundary, North 34 degrees 41 minutes East 40.13 feet to the end of the second line of a dead from Louisa P. Henderson to Noah Light, dated April 15, A. D. 1946; thence reversing said second line and across said whole Lot Number 31, North 52 degrees 44 minutes West 453.11 feet to the south-easterly side of Frederick Street; thence with the said side of said Street, South 32 degrees 13 minutes West to the beginning.

It being the same property conveyed by Clark F. Bittinger and Emma R. Bittinger, his wife, to Raymond H. Leighty and Eva G. Leighty, his wife, by deed dated the 3rd day of April, 1950, and recorded among the Land records of Allegany County, Maryland, in Liber No. 228, folio 465.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George A. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-five hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors
Attest: Gerald L. Harrison Raymond H. Leighty (SEAL)
Eva G. Leighty (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 20th day of April in the year nineteen hundred and forty fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Raymond H. Leighty and Eva G. Leighty his wife, the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George A. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make said mortgage.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Gerald L. Harrison
Notary Public

Francis R. Foltz et ux

To Filed and Recorded April 24 1950 at 11:00 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This Mortgage, Made this 21st day of April in the year Nineteen Hundred and forty fifty by and between Francis R. Foltz and Pauline M. Foltz, his wife of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Forty eight hundred (\$4,800.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Thirty-five and 51/100 Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots or parcels of ground known as Lots Nos. 47 and 48 as shown on a plat of "Laing Estate" South Cumberland, Cumberland, Maryland, made by C. Gordon Buckey, September, 1923, and recorded in Plat Case Box 1 of the Land Records, which said Lots are more particularly described as a whole as follows, to-wit:

BEGINNING for the same at a point on the Southerly side of Laing Avenue distant North 85½ degrees West 58.9 feet from the intersection of the westerly side of South Street with the Southerly side of Laing Avenue, and continuing thence with the Southerly side of Laing Avenue North 85½ degrees West 50 feet, thence at right angles to Laing Avenue in a Southerly direction, a distance of 100 feet to an alley, thence with said alley South 85½ degrees East 50 feet to the westerly line of Lot No. 49 in said Addition, thence with the divided line between Lots Nos. 43 and 49 a distance of 100 feet in a Northerly direction to the point of beginning.

It being the same property conveyed by Kenneth H. Robertson and LaVerne Robertson, his wife, to Francis R. Foltz and Pauline M. Foltz, his wife, by deed dated the 21 day of April, 1950, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the abovescribed property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-eight hundred--- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest:

Gerald L. Harrison

Francis R. Foltz

Pauline E. Foltz

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 21st day of April

in the year nineteen hundred and forty five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Francis R. Foltz and Pauline E. Foltz, his wife,
the said mortgagors herein and each acknowledged the foregoing mortgage to be each act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gerald L. Harrison

Notary Public

Harry J. Warnick et ux

To

Filed and Recorded April 24th 1950 at 11:00 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This Mortgage, Made this 21st day of April in the year Nineteen Hundred and forty five by and between Harry J. Warnick and Dorothy M. Warnick, his wife,

of Allegany County, in the State of Maryland part les of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fifty Six Hundred (\$5,600.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Forty-one and 43/100 (\$41.43) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground on the Southerly side of Braddock Street known and designated as Lot No. 11 on the Revised Plat of part of LaVale Gardens dated September 3, 1947, and surveyed by Carl A. Low, C.E., which said Plat is recorded in Plat Book No. 1 Folio 16, one of the Land Records of Allegany County, Maryland, said Addition being located approximately three and one-half (3 1/2) miles westerly of the City of Cumberland, which said lot is more particularly described as follows, to-wit:

BEGINNING for the same at a stake on the Southerly side of Braddock Street said stake being located 42 degrees 20 minutes West 148.68 feet from the intersection of the Southerly side of Braddock Street and the Westerly side of Kathryn Street, it also being at the end of the first line of Lot No. 10 in said Addition, and running then with said Braddock Street South 42 degrees 20 minutes West 48.68 feet, then South 47 degrees 40 minutes East 117.5 feet to a stake, then North 42 degrees 20 minutes East 48.68 feet to a stake at the end of the second line of said Lot No. 10 and then with said second line reversed North 47 degrees 40 minutes West 117.5 feet to the place of beginning.

It being the same property conveyed by David P. Goodfellow and Bettie E. Goodfellow, his wife to Harry J. Warnick and Dorothy M. Warnick, his wife, by deed dated the 20 day of April, 1950, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-six hundred--- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s

Attest: Gerald L. Harrison

Harry J. Warnick (SEAL)
Dorothy M. Warnick (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 21st day of April in the year nineteen hundred and ~~forty~~ fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Harry J. Warnick and Dorothy M. Warnick, his wife, the said mortgagor s herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make said mortgage.

WITNESS my hand and Notarial Seal the day and year aforesaid, Gerald L. Harrison
(Notarial Seal) Notary Public

George A. Griffin et ux
To

Filed and Recorded April 25th 1950 at 10:30 A.M.

Mortgage

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This Mortgage, Made this 24th day of April in the year Nineteen Hundred and ~~forty~~ Fifty by and between George A. Griffin and Beulah M. Griffin, his wife of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Two Thousand And Seventy Five (\$2,075.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Thirty and 31/100 Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that part or parcel of land situated and being in Allegany County, Maryland, and being more particularly described as follows:

BEGINNING for the same at a fence post standing on the East side of the County Road leading from the Williams Road to Oldtown and running thence (Magnetic courses and horizontal distances used throughout) South 66 degrees 12 minutes East 338 feet to a stake standing on the East side of a road known as Bucy Road, said stake being also the beginning of a tract of land conveyed to George E. Wigfield by Rebecca Bucy by deed dated the 3rd day of February, 1912, and filed and recorded in Liber 109, folio 336, one of the Land Records of Allegany County, Maryland, thence with the Bucy Road and also with the 7th, 6th, 5th, and 4th, lines of aforementioned deed reversed North 45 degrees 03 minutes East 272.25 feet; North 59 degrees 48 minutes East 231 feet; North 65 degrees 03 minutes East 330 feet, North 60 degrees 48 minutes East 165 feet, thence leaving said road and running with the 3rd and 2nd lines of said deed from Rebecca Bucy reversed South 64 degrees 42 minutes East 521.40 feet, South 39 degrees 48 minutes West 858 feet to a stake standing at the end of the first line of aforementioned deed; thence leaving the outlines of the Bucy tract South 76 degrees 47 minutes West 769 feet to a stake, thence North 70 degrees 00 minutes West, 1126 feet to a stake, thence North 18 degrees 00 minutes East 555 feet to a stake; thence South 66 degrees 12 minutes East 618 feet to the place of beginning. Containing 30.65 acres, more or less.

It being the same property conveyed by Arol Fae Wigfield and Dorothy Wigfield his wife to George A. Griffin, and Beulah M. Griffin, his wife, by deed dated the 24 day of April, 1950, and which is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two thousand and seventy-five Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand or the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest: Gerald L. Harrison

George A. Griffin (SEAL)
Beulah M. Griffin (SEAL)
(SEAL)
(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, That on this 24th day of April in the year nineteen hundred and forty fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George A. Griffin and Beulah M. Griffin his wife

the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gerald L. Harrison
Notary Public

Robert D. Mock et ux

Mortgage

To

Filed and Recorded April 26th 1950 at 10:10 A.M.

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This Mortgage, Made this 25th day of April in the year Nineteen Hundred and forty fifty by and between Robert D. Mock and Virginia E. Mock his wife of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagor s, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of Two Thousand (\$2,000.00) Dollars, which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Twenty (\$20.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground consisting of part of Lot No. 26 and part of Lot No. 27 in Block "K" of the Bellevue Addition to Cumberland, Allegany County, Maryland, (a plat of said lots being recorded in Plat Case Box No. 21, one of the Land records of Allegany County) and more particularly described as follows, to-wit:

BEGINNING for the same at a stake standing 33-91/100 feet on the third line of parcel of ground conveyed by Charles S. Hamilton to Lewis McClellan Smith by deed dated the 16th day of March, 1922, and recorded in Liber No. 140 folio 163, one of the Land Records of Allegany County and continuing thence with part of the third line and with the Southeast side of Leiper Street, South 32 degrees and 30 minutes West 33-86/100 feet to a stake, thence at right angles to Leiper Street, South 57 degrees and 30 minutes East 34-25/100 feet to a stake, said line passing about 1 1/2 inches North of the line of eaves of the adjoining house on the South, thence from said stake South 32 degrees and 30 minutes West 1-45/100 feet to a stake, thence South 57 degrees and 30 minutes East 65-75/100 feet running with the centre line of partition wall of a coal house building to a stake, intersecting the first line of the aforementioned Lewis McClellan Smith deed, and at 30-78/100 feet on said line, thence with the Northwest side of Princeton Street and with part of the said first line North 32 degrees and 30 minutes East 36-82/100 feet to a stake, thence North 58 degrees and 22 minutes West 100 feet to the beginning.

It being the same property conveyed by Isaac Lewis and Geneva A. Lewis, his wife, to Robert D. Mock and Virginia E. Mock, his wife by deed dated the 25 day of April, 1950, and to be recorded among the Land records of Allegany County, Maryland, prior to the recording of this mortgage.

This mortgage is given to secure a part of the purchase price of the above described property and is a Purchase Money Mortgage.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least two thousand Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee or or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors

Attest:

Gerald L. Harrison

Robert D. Mock

Virginia E. Mock

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 25th day of April in the year nineteen hundred and ~~xxx~~ fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Robert D. Mock and Virginia E. Mock, his wife the said mortgagors herein and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make said mortgage.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison

Notary Public

Isaac W. Lewis et ux

Mortgage

To

Filed and Recorded April 26th 1950 at 10:10 A.M.

First Federal Savings and Loan Association of Cumberland

PURCHASE MONEY

This Mortgage, Made this 25th day of April in the year Nineteen Hundred and Fifty by and between Isaac A. Lewis and Geneva A. Lewis his wife

of Allegany County, in the State of Maryland parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fifty Two Hundred Dollars and 00/100 Cents (\$5200.00) Dollars which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 per cent. per annum, in the manner following:

By the payment of Thirty-eight Dollars and Forty-eight Cents (\$38.48) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated, lying and being along the Southerly side of Mill Road just Easterly of the Belford Road, Allegany County, Maryland, it being a part of Lot No. 3 of a series of Lots laid out for Annie L. Frantz, which said parcel is more particularly described as follows, to-wit:

BEGINNING for the same at a point on Mill Road North 45 degrees 25 minutes West 62 1/2 feet from the end of the second line of the George F. Greise property and running then with Mill Road and with part of the second line of said Greise property reversed North 45 degrees 25 minutes West 75 feet, then leaving said second line and with a line parallel to the third line of the said Greise property South 49 degrees 15 minutes West 225 3/4 feet more or less to the fourth line of the said Greise property, then reversing said fourth line of said Greise property South 40 degrees 45 minutes East 75 feet to the end of the second line of a deed from George F. Greise et ux to Edward Wolf, et ux by deed dated June 7, 1941, which is recorded among the Land Records of Allegany County, Maryland, and then with the third line of said Wolf deed and with a line parallel to the third line of the Greise property North 49 degrees 15 minutes East 225 3/4 feet more or less, to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of John P. Walters and Alice O. Walters, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty Two Hundred Dollars (\$5200.00) Bottoms, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said building or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Attest: the hands and seals of the said mortgagor s

Gerald L. Harrison

Isaac W. Lewis

Geneva A. Lewis

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of Maryland, Allegany County, to wit:

I hereby certify, that on this 25th day of April in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Isaac W. Lewis and Geneva A. Lewis, his wife

the said mortgagor s herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Harrison

Notary Public

Glenn S. Barton et ux

To

Household Finance Corporation

CHattel Mortgage
Filed and Recorded April 5, 1950 at 8:30 A.M.
(Stamps \$5.55)
HOUSEHOLD FINANCE CORPORATION — Established 1878 — Licensed Under Maryland Industrial Finance Law, Room 1, Second Floor, 12 South Centre Street—Phone: Cumberland 5200—Cumberland, Maryland. Glenn S. Barton & Dorothy E. Barton Loan 82106

Mortgagors (Names and addresses): Dorothy E. Barton, his wife
126 Thomas St.,
Cumberland, Md.

Date of this mortgage: March 31, 1950 First installment due date: May 1, 1950

Face amount: \$ 576.00 Final Installment due date: Sept. 1, 1951
loan: \$ 505.16 Discount: \$ 51.84 Service charge: \$ 20.00 Proceeds of
Recording and rel'g fees: \$ 3.30 Monthly installments: Number 18
Amount of each: \$ 38.00

Charges:

DISCOUNT: 6% of face amount per annum for full term of note;
SERVICE CHARGE: If face amount is \$500 or less, 4% thereof or \$4, whichever is greater.
If face amount exceeds \$500, 2% thereof or \$20, whichever is greater.
DELINQUENT CHARGE: 5c for each dollar or part thereof in default more than 10 days.

IN CONSIDERATION of a loan made by HOUSEHOLD FINANCE CORPORATION at its above office, the Mortgagors above named hereby convey and mortgage to said corporation, its successors and assigns (hereinafter called Mortgagee), the goods and chattels hereinafter described; provided, however, if the Mortgagors well and truly pay to the Mortgagee at its above office according to the terms hereof the Face Amount above stated together with delinquent charges at the rate stated above, then these presents shall cease and be void.

Payment of the Face Amount, which includes the Amounts of Discount, Service Charge and Proceeds of Loan above stated, shall be made in consecutive monthly installments as above indicated beginning on the stated due date for the first installment and continuing on the same day of each succeeding month to and including the stated due date for the final installment, except that if any such day is a Sunday or holiday the due date for the installment in that month shall be the next succeeding business day. Payment in advance may be made in any amount. Discount unearned by reason of prepayment in full shall be refunded as required by law. Default in paying any installment shall, at the option of the holder hereof and without notice or demand, render the entire sum remaining unpaid hereunder at once due and payable. A statement of said loan has been delivered to the borrower as required by law. Delinquency charges shall not be imposed more than once for the same delinquency. Payments shall be applied to installments in the order of their maturity.

Mortgagors may possess said property until default in paying any installment. At any time when such default shall exist and the entire sum remaining unpaid hereon shall be due and payable either by the exercise of the option of acceleration above described or otherwise, (a) the Mortgagee, without notice or demand, may take possession of all or any part of said property; (b) any property so taken shall be sold for cash, upon such notice and in such manner as may be provided or permitted by law and this instrument for the best price the seller can obtain; and (c) if all or any part of the mortgaged property shall be located in Baltimore City and if this mortgage shall be subject to the provisions of the Act of 1898, Chapter 123, sections 720 to 732, inclusive, the Mortgagors hereby declare their assent to the passage of a decree for the sale of such property in accordance with said provisions. The net proceeds of any sale hereunder shall be applied on the indebtedness secured hereby and any surplus shall be paid to the Mortgagors.

The Mortgagors covenant that they exclusively possess and own said property free and clear of all incumbrances except as otherwise noted, and that they will warrant and defend the same against all persons except the Mortgagee. Any failure of the Mortgagee to enforce any of its rights or remedies hereunder shall not be a waiver of its right to do so thereafter. Plural words shall be construed in the singular as the context may require. Description of mortgaged property:

All of the household goods now located in or about Mortgagors' residence at their address above set forth.

1 kitchenette	1 radio-battery	2 radios-elec.
1 stove-gas	1 dresser	1 baby bed
1 k cab	2 heater	1 night stand
2 beds	1 stand	
1 vanity	3 pc. LMS	
1 cedar chest	1 refrigerator	

The following described Motor Vehicle now located at Mortgagors' address above set forth:

Make	Year Model	Model No.	Motor No.	License: State	Year	Number
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WITNESS the hands and seals of Mortgagors the day of the date hereof above written.

Signed, sealed and delivered in the presence of:

B. C. Willard

Glenn S. Barton (Seal)

J. M. Bond

Dorothy E. Barton (Seal)

STATE OF MARYLAND
CITY OF Cumberland

ss.

I hereby certify that on this 31 day of March 19 50, before me the subscriber, a Notary Public of Maryland in and for said city, personally appeared Glenn S. Barton and Dorothy E. his wife Mortgagee(s) named in the foregoing mortgage and acknowledged the same to be their act. And, at the same time, before me also personally appeared B. C. Willard Attorney in fact of the Mortgagee named in the foregoing mortgage and made oath in due form of law that the consideration set forth therein is true and bona fide, as therein set forth, and further that he (or she) is the agent in this behalf of said Mortgagee and is duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal

John M. Bond

(Notarial Seal)

Notary Public

For value received, the undersigned, being the Mortgagee in the within mortgage, hereby releases the foregoing mortgage this day of March, 19 50.

Household Finance Corporation, by

Jack F. Smith et ux
To

CHattel Mortgage

Filed and Recorded April 5th 1950 at 8:30 A.M. (Stamps \$.55)
HOUSEHOLD FINANCE CORPORATION — Established 1878 — Licensed Under Maryland Industrial Finance Law, Room 1, Second Floor, 12 South Centre Street—Phone: Cumberland 5200—Cumberland, Maryland. Loan No. 82108

Mortgagors (Names and addresses):
Eleanor E. Smith his wife
Rt #3 Bowman's Addition
Cumberland, Md.

Date of this mortgage: April 1, 1950
Final installment due date: April 1, 1952
Face amount: \$ 624.00 Discount: \$ 74.88 Service charge: \$ 20.00 Proceeds of loan: \$ 529.12 Recording and rel'g fees: \$ 3.30 Monthly installments: Number 24
Amount of each: \$26.00

Charges:

DISCOUNT: 6% of face amount per annum for full term of note:
SERVICE CHARGE: If face amount is \$500 or less, 4% thereof or \$4, which ever is greater. If face amount exceeds \$500, 2% thereof or \$20, which ever is greater.
DELINQUENT CHARGE: 5c for each dollar or part thereof in default more than 10 days.

IN CONSIDERATION of a loan made by HOUSEHOLD FINANCE CORPORATION at its above office, the Mortgagors above named hereby convey and mortgage to said corporation, its successors and assigns (hereinafter called Mortgagee), the goods and chattels hereinafter described; provided, however, if the Mortgagors well and truly pay to the Mortgagee at its above office according to the terms hereof the Face Amount above stated together with delinquent charges at the rate stated above, then these presents shall cease and be void.

Payment of the Face Amount, which includes the Amounts of Discount, Service Charge and Proceeds of Loan above stated, shall be made in consecutive monthly installments as above indicated beginning on the stated due date for the first installment and continuing on the same day of each succeeding month to and including the stated due date for the final installment, except that if any such day is a Sunday or holiday the due date for the installment in that month shall be the next succeeding business day. Payment in advance may be made in any amount. Discount unearned by reason of prepayment in full shall be refunded as required by law. Default in paying any installment shall, at the option of the holder hereof and without notice or demand, render the entire sum remaining unpaid hereunder at once due and payable. A statement of said loan has been delivered to the borrower as required by law. Delinquency charges shall not be imposed more than once for the same delinquency. Payments shall be applied to installments in the order of their maturity.

Mortgagors may possess said property until default in paying any installment. At any time when such default shall exist and the entire sum remaining unpaid hereon shall be due and payable either by the exercise of the option of acceleration above described or otherwise, (a) the Mortgagee, without notice or demand, may take possession of all or any part of said property; (b) any property so taken shall be sold for cash, upon such notice and in such manner as may be provided or permitted by law and this instrument for the best price the seller can obtain; and (c) if all or any part of the mortgaged property shall be located in Baltimore City and if this mortgage shall be subject to the provisions of the Act of 1898, Chapter 123, sections 720 to 732, inclusive, the Mortgagors hereby declare their assent to the passage of a decree for the sale of such property in accordance with said provisions. The net proceeds of any sale hereunder shall be applied on the indebtedness secured hereby and any surplus shall be paid to the Mortgagors.

The Mortgagors covenant that they exclusively possess and own said property free and clear of all incumbrances except as otherwise noted, and that they will warrant and defend the same against all persons except the Mortgagee. Any failure of the Mortgagee to enforce any of its rights or remedies hereunder shall not be a waiver of its right to do so thereafter. Plural words shall be construed in the singular as the context may require. Description of mortgaged property:

All of the household goods now located in or about Mortgagors' residence at their address above set forth.

1 2 pc LKS	1 sweeper	1 range
1 fl model radio	1 washer	1 ut. cab
1 occ tab	1 sew mach	2 twin beds
1 smoking stand	1 refrigerator	1 kerosene range
1 lamp	1 5 pc breakfast set	3 rugs
1 7 pc bed room Suite	1 cab	

The following described Motor Vehicle now located at Mortgagors' address above set forth:

Make	Year-Model	Model No.	Motor No.	License: State	Year	Number
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WITNESS the hands and seals of Mortgagors the day of the date hereof above written.
Signed, sealed and delivered in the presence of:

B. C. Willard

Jack F. Smith (Seal)

J. E. Paupé

Eleanor E. Smith (Seal)

J. M. Bond

STATE OF MARYLAND ss.
CITY OF Cumberland

I hereby certify that on this 1 day of April 1950 before me the subscriber, a Notary Public of Maryland in and for said city, personally appeared Eleanor E. his wife and acknowledged the same to be their act. And, at the same time, before me also personally appeared B. C. Willard Attorney in fact of the Mortgagee named in the foregoing mortgage and made oath in due form of law that the consideration set forth therein is true and bona fide, as therein set forth, and further that he (or she) is the agent in this behalf of said Mortgagee and is duly authorized to make this affidavit.
WITNESS my hand and Notarial Seal

(Notarial Seal)

John M. Bond

Notary Public

For value received, the undersigned, being the Mortgagee in the within mortgage, hereby releases the foregoing mortgage this day of , 19 .
Household Finance Corporation, by

Oscar D. Meeks et ux
To

CHattel Mortgage

Filed and Recorded April 8th 1950 at 8:30 A.M. (Stamps \$.55)
HOUSEHOLD FINANCE CORPORATION — Established 1878 — Licensed Under Maryland Industrial Finance Law, Room 1, Second Floor, 12 South Centre Street—Phone: Cumberland 5200—Cumberland, Maryland. Loan No. 82113

Mortgagors (Names and addresses):
Oscar D. Meeks &
Gladys M. Meeks, his wife
555 Weber St.,
Cumberland, Md.

Date of this mortgage: April 6, 1950
Final installment due date: April 6, 1952
Face amount: \$ 576.00 Discount: \$ 69.12 Service charge: \$ 20.00 Proceeds of loan: \$ 486.88 Recording and rel'g fees: \$ 3.30 Monthly installments: Number 24
Amount of each: \$24.00

Charges:

DISCOUNT: 6% of face amount per annum for full term of note:
SERVICE CHARGE: If face amount is \$500 or less, 4% thereof or \$4, which ever is greater. If face amount exceeds \$500, 2% thereof or \$20, which ever is greater.
DELINQUENT CHARGE: 5c for each dollar or part thereof in default more than 10 days.

IN CONSIDERATION of a loan made by HOUSEHOLD FINANCE CORPORATION at its above office, the Mortgagors above named hereby convey and mortgage to said corporation, its successors and assigns (hereinafter called Mortgagee), the goods and chattels hereinafter described; provided, however, if the Mortgagors well and truly pay to the Mortgagee at its above office according to the terms hereof the Face Amount above stated together with delinquent charges at the rate stated above, then these presents shall cease and be void.

Payment of the Face Amount, which includes the Amounts of Discount, Service Charge and Proceeds of Loan above stated, shall be made in consecutive monthly installments as above indicated beginning on the stated due date for the first installment and continuing on the same day of each succeeding month to and including the stated due date for the final installment, except that if any such day is a Sunday or holiday the due date for the installment in that month shall be the next succeeding business day. Payment in advance may be made in any amount. Discount unearned by reason of prepayment in full shall be refunded as required by law. Default in paying any installment shall, at the option of the holder hereof and without notice or demand, render the entire sum remaining unpaid hereunder at once due and payable. A statement of said loan has been delivered to the borrower as required by law. Delinquency charges shall not be imposed more than once for the same delinquency. Payments shall be applied to installments in the order of their maturity.

Mortgagors may possess said property until default in paying any installment. At any time when such default shall exist and the entire sum remaining unpaid hereon shall be due and payable either by the exercise of the option of acceleration above described or otherwise, (a) the Mortgagee, without notice or demand, may take possession of all or any part of said property; (b) any property so taken shall be sold for cash, upon such notice and in such manner as may be provided or permitted by law and this instrument for the best price the seller can obtain; and (c) if all or any part of the mortgaged property shall be located in Baltimore City and if this mortgage shall be subject to the provisions of the Act of 1898, Chapter 123, sections 720 to 732, inclusive, the Mortgagors hereby declare their assent to the passage of a decree for the sale of such property in accordance with said provisions. The net proceeds of any sale hereunder shall be applied on the indebtedness secured hereby and any surplus shall be paid to the Mortgagors.

The Mortgagors covenant that they exclusively possess and own said property free and clear of all incumbrances except as otherwise noted, and that they will warrant and defend the same against all persons except the Mortgagee. Any failure of the Mortgagee to enforce any of its rights or remedies hereunder shall not be a waiver of its right to do so thereafter. Plural words shall be construed in the singular as the context may require. Description of mortgaged property:

All of the household goods now located in or about Mortgagors' residence at their address above set forth.

1 LKS	1 drg.	1 washer	1 wash st.
1 coffee tab	1 radio	1 refrig	1 rug
2 end tab	1 radio st.	1 rug	1 dresser
1 fl lamp	1 range	1 4 pc BKS	1 wardrobe
2 tab lamps	1 bs	2 rugs	1 gas heater
1 piano	1 stool	1 ks	1 end tab

The following described Motor Vehicle now located at Mortgagors' address above set forth:

Make	Year-Model	Model No.	Motor No.	License: State	Year	Number
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WITNESS the hands and seals of Mortgagors the day of the date hereof above written.
Signed, sealed and delivered in the presence of:

B. C. Willard

Oscar D. Meeks (Seal)

J. M. Bond

Gladys M. Meeks (Seal)

STATE OF MARYLAND ss.
CITY OF Cumberland

I hereby certify that on this 6 day of April 1950 before me the subscriber, a Notary Public of Maryland in and for said city, personally appeared Oscar D. Meeks and Gladys M. his wife and acknowledged the same to be their act. And, at the same time, before me also personally appeared B. C. Willard Attorney in fact of the Mortgagee named in the foregoing mortgage and made oath in due form of law that the consideration set forth therein is true and bona fide, as therein set forth, and further that he (or she) is the agent in this behalf of said Mortgagee and is duly authorized to make this affidavit.
WITNESS my hand and Notarial Seal

(Notarial Seal)

John M. Bond

Notary Public

For value received, the undersigned, being the Mortgagee in the within mortgage, hereby releases the foregoing mortgage this day of , 19 .
Household Finance Corporation, by

Theodore W. Swanger

Chattel Mortgage

Household Finance Corporation
 HOUSEHOLD FINANCE CORPORATION — Established 1878 — Licensed Under Maryland Industrial Finance Law, Room 1, Second Floor, 12 South Centre Street—Phone: Cumberland 5200—Cumberland, Maryland.
 Loan No. 82111

Mortgagors (Names and addresses):
 Theodore W. Swanger &
 Gladys Swanger, his wife
 42 Iron Mountain
 Cumberland, Md.

Date of this mortgage: April 5, 1950 First installment due date: May 5, 1950
 Final Installment due date: April 5, 1952
 Face amount: \$ 624.00 Discount: \$ 74.88 Service charge: \$ 20.00 Proceeds of loan: \$ 529.12 Recording and rel'g fees: \$ 3.30 Monthly installments: Number 24
 Amount of each: \$26.00

Charges:

DISCOUNT: 6% of face amount per annum for full term of note:
 SERVICE CHARGE: If face amount is \$500 or less, 4% thereof or \$4, which ever is greater.
 If face amount exceeds \$500, 2% thereof or \$20, which ever is greater.
 DELINQUENT CHARGE: 5c for each dollar or part thereof in default more than 10 days.

IN CONSIDERATION of a loan made by HOUSEHOLD FINANCE CORPORATION at its above office, the Mortgagors above named hereby convey and mortgage to said corporation, its successors and assigns (hereinafter called Mortgagee), the goods and chattels hereinafter described; provided, however, if the Mortgagors well and truly pay to the Mortgagee at its above office according to the terms hereof the Face Amount above stated together with delinquent charges at the rate stated above, then these presents shall cease and be void.

Payment of the Face Amount, which includes the Amounts of Discount, Service Charge and Proceeds of Loan above stated, shall be made in consecutive monthly installments as above indicated beginning on the stated due date for the first installment and continuing on the same day of each succeeding month to and including the stated due date for the final installment, except that if any such day is a Sunday or holiday the due date for the installment in that month shall be the next succeeding business day. Payment in advance may be made in any amount. Discount unearned by reason of prepayment in full shall be refunded as required by law. Default in paying any installment shall, at the option of the holder hereof and without notice or demand, render the entire sum remaining unpaid hereunder at once due and payable. A statement of said loan has been delivered to the borrower as required by law. Delinquency charges shall not be imposed more than once for the same delinquency. Payments shall be applied to installments in the order of their maturity.

Mortgagors may possess said property until default in paying any installment. At any time when such default shall exist and the entire sum remaining unpaid hereon shall be due and payable either by the exercise of the option of acceleration above described or otherwise, (a) the Mortgagee, without notice or demand, may take possession of all or any part of said property; (b) any property so taken shall be sold for cash, upon such notice and in such manner as may be provided or permitted by law and this instrument for the best price the seller can obtain; and (c) if all or any part of the mortgaged property shall be located in Baltimore City and if this mortgage shall be subject to the provisions of the Act of 1898, Chapter 123, sections 720 to 732, inclusive, the Mortgagors hereby declare their assent to the passage of a decree for the sale of such property in accordance with said provisions. The net proceeds of any sale hereunder shall be applied on the indebtedness secured hereby and any surplus shall be paid to the Mortgagors.

The Mortgagors covenant that they exclusively possess and own said property free and clear of all incumbrances except as otherwise noted, and that they will warrant and defend the same against all persons except the Mortgagee. Any failure of the Mortgagee to enforce any of its rights or remedies hereunder shall not be a waiver of its right to do so thereafter. Plural words shall be construed in the singular as the context may require. Description of mortgaged property:

All of the household goods now located in or about Mortgagors' residence at their address above set forth.

1 large cab	1 2 pc LRS	1 dresser
1 ice box	1 stand	1 3 pc BRS
1 tab 4 chrs	1 radio	1 trunk
1 coal range	1 heating stove	3 rugs
1 oil range	1 otc chrs	
1 ut tab	1 metal bed	

The following described Motor Vehicle now located at Mortgagors' address above set forth:

Make	Year	Model	Model No.	Motor No.	License: State	Year	Number
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WITNESS the hands and seals of Mortgagors the day of the date hereof above written.
 Signed, sealed and delivered in the presence of:

B. C. Willard

J. M. Bond

Theodore W. Swanger

Gladys A. Swanger

(Seal)

(Seal)

STATE OF MARYLAND
 CITY OF Cumberland ss.

I hereby certify that on this 5 day of April 19 50 before me the subscriber, a Notary Public of Maryland in and for said city, personally appeared Theodore W. Swanger and Gladys A. his wife and acknowledged the same to be their act. And, at the same time, before me also personally appeared B. C. Willard Attorney in fact of the Mortgagee named in the foregoing mortgage and made oath in due form of law that the consideration set forth therein is true and bona fide, as therein set forth, and further that he (or she) is the agent in this behalf of said Mortgagee and is duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal

(Notarial Seal)

John M. Bond

Notary Public

For value received, the undersigned, being the Mortgagee in the within mortgage, hereby releases the foregoing mortgage this day of , 19 .
 Household Finance Corporation, by

J. Joseph Dougherty

Chattel Mortgage

Household Finance Corporation
 HOUSEHOLD FINANCE CORPORATION — Established 1878 — Licensed Under Maryland Industrial Finance Law, Room 1, Second Floor, 12 South Centre Street—Phone: Cumberland 5200—Cumberland, Maryland.
 Loan No. 82114

Mortgagors (Names and addresses):
 J. Joseph Dougherty
 Central YMCA Room 317
 Cumberland, Md.

Date of this mortgage: April 7, 1950 First installment due date: May 7, 1950
 Final Installment due date: July 7, 1951
 Face amount: \$ 600 Discount: \$ 45 Service charge: \$ 20 Proceeds of loan: \$ 535 Recording and rel'g fees: \$ 3.30 Monthly installments: Number 15
 Amount of each: \$40.00

Charges:

DISCOUNT: 6% of face amount per annum for full term of note:
 SERVICE CHARGE: If face amount is \$500 or less, 4% thereof or \$4, which ever is greater.
 If face amount exceeds \$500, 2% thereof or \$20, which ever is greater.
 DELINQUENT CHARGE: 5c for each dollar or part thereof in default more than 10 days.

IN CONSIDERATION of a loan made by HOUSEHOLD FINANCE CORPORATION at its above office, the Mortgagors above named hereby convey and mortgage to said corporation, its successors and assigns (hereinafter called Mortgagee), the goods and chattels hereinafter described; provided, however, if the Mortgagors well and truly pay to the Mortgagee at its above office according to the terms hereof the Face Amount above stated together with delinquent charges at the rate stated above, then these presents shall cease and be void.

Payment of the Face Amount, which includes the Amounts of Discount, Service Charge and Proceeds of Loan above stated, shall be made in consecutive monthly installments as above indicated beginning on the stated due date for the first installment and continuing on the same day of each succeeding month to and including the stated due date for the final installment, except that if any such day is a Sunday or holiday the due date for the installment in that month shall be the next succeeding business day. Payment in advance may be made in any amount. Discount unearned by reason of prepayment in full shall be refunded as required by law. Default in paying any installment shall, at the option of the holder hereof and without notice or demand, render the entire sum remaining unpaid hereunder at once due and payable. A statement of said loan has been delivered to the borrower as required by law. Delinquency charges shall not be imposed more than once for the same delinquency. Payments shall be applied to installments in the order of their maturity.

Mortgagors may possess said property until default in paying any installment. At any time when such default shall exist and the entire sum remaining unpaid hereon shall be due and payable either by the exercise of the option of acceleration above described or otherwise, (a) the Mortgagee, without notice or demand, may take possession of all or any part of said property; (b) any property so taken shall be sold for cash, upon such notice and in such manner as may be provided or permitted by law and this instrument for the best price the seller can obtain; and (c) if all or any part of the mortgaged property shall be located in Baltimore City and if this mortgage shall be subject to the provisions of the Act of 1898, Chapter 123, sections 720 to 732, inclusive, the Mortgagors hereby declare their assent to the passage of a decree for the sale of such property in accordance with said provisions. The net proceeds of any sale hereunder shall be applied on the indebtedness secured hereby and any surplus shall be paid to the Mortgagors.

The Mortgagors covenant that they exclusively possess and own said property free and clear of all incumbrances except as otherwise noted, and that they will warrant and defend the same against all persons except the Mortgagee. Any failure of the Mortgagee to enforce any of its rights or remedies hereunder shall not be a waiver of its right to do so thereafter. Plural words shall be construed in the singular as the context may require. Description of mortgaged property:

All of the household goods now located in or about Mortgagors' residence at their address above set forth.

The following described Motor Vehicle now located at Mortgagors' address above set forth:

Make	Year	Model	Model No.	Motor No.	License: State	Year	Number
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Hudson 1947 172-29700 1947
 WITNESS the hands and seals of Mortgagors the day of the date hereof above written.

Signed, sealed and delivered in the presence of:

E. F. Wallis

J. M. Bond

J. Joseph Dougherty

(Seal)

(Seal)

STATE OF MARYLAND
 CITY OF Cumberland ss.

I hereby certify that on this 7th day of April 19 50 before me the subscriber, a Notary Public of Maryland in and for said city, personally appeared J. Joseph Dougherty and E. F. Wallis and acknowledged the same to be his act. And, at the same time, before me also personally appeared J. M. Bond Attorney in fact of the Mortgagee named in the foregoing mortgage and made oath in due form of law that the consideration set forth therein is true and bona fide, as therein set forth, and further that he (or she) is the agent in this behalf of said Mortgagee and is duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal

(Notarial Seal)

John M. Bond

Notary Public

For value received, the undersigned, being the Mortgagee in the within mortgage, hereby releases the foregoing mortgage this day of , 19 .
 Household Finance Corporation, by

Eugene K. Furlow et ux

Chattel Mortgage

CHATTEL MORTGAGE

Filed and Recorded May 6 1950 at 8:30 A.M.

(Stamps \$5.55)

Household Finance Corporation — Established 1878 — Licensed Under Maryland Industrial
Finances Law, Room 1, Second Floor, 12 South Centre Street—Phone: Cumberland 5200—Cumberland,
Maryland.

Eugene K. Furlow &
Pluma E. Furlow, his wife

Loan No. 82137

Mortgagors (Names and addresses): 9 Oak Street
Cumberland, Maryland

Date of this mortgage: May 3, 1950 First installment due date: June 3, 1950
Final installment due date: November 3, 1951
Face amount: \$ 576.00 Discount: \$ 51.84 Service charge: \$ 20 Proceeds of
loan: \$ 504.16 Recording and rel'g fees: \$ 3.30 Monthly installments: Number 18
Amount of each: \$32.00

Charges:

DISCOUNT: 6% of face amount per annum for full term of note;
SERVICE CHARGE: If face amount is \$500 or less, 4% thereof or \$4, whichever is greater.
If face amount exceeds \$500, 2% thereof or \$20, whichever is greater.
DELINQUENT CHARGE: 5c for each dollar or part thereof in default more than 10 days.

IN CONSIDERATION of a loan made by HOUSEHOLD FINANCE CORPORATION at its above office, the
Mortgagors above named hereby convey and mortgage to said corporation, its successors and
assigns (hereinafter called Mortgagee), the goods and chattels hereinafter described; provid-
ed, however, if the Mortgagors well and truly pay to the Mortgagee at its above office according
to the terms hereof the Face Amount above stated together with delinquent charges at the rate
stated above, then these presents shall cease and be void.

Payment of the Face Amount, which includes the Amounts of Discount, Service Charge and
Proceeds of loan above stated, shall be made in consecutive monthly installments as above indi-
cated beginning on the stated due date for the first installment and continuing on the same day
of each succeeding month to and including the stated due date for the final installment, except
that if any such day is a Sunday or holiday the due date for the installment in that month shall
be the next succeeding business day. Payment in advance may be made in any amount. Discount
unearned by reason of prepayment in full shall be refunded as required by law. Default in paying
any installment shall, at the option of the holder hereof and without notice or demand, render
the entire sum remaining unpaid hereunder at once due and payable. A statement of said loan has
been delivered to the borrower as required by law. Delinquency charges shall not be imposed more
than once for the same delinquency. Payments shall be applied to installments in the order of
their maturity.

Mortgagors may possess said property until default in paying any installment. At any time
when such default shall exist and the entire sum remaining unpaid hereon shall be due and pay-
able either by the exercise of the option of acceleration above described or otherwise, (a) the
Mortgagee, without notice or demand, may take possession of all or any part of said property;
(b) any property so taken shall be sold for cash, upon such notice and in such manner as may be
provided or permitted by law and this instrument for the best price the seller can obtain; and
(c) if all or any part of the mortgaged property shall be located in Baltimore City and if this
mortgage shall be subject to the provisions of the Act of 1898, Chapter 123, sections 720 to
732, inclusive, the Mortgagors hereby declare their assent to the passage of a decree for the
sale of such property in accordance with said provisions. The net proceeds of any sale hereunder
shall be applied on the indebtedness secured hereby and any surplus shall be paid to the
Mortgagors.

The Mortgagors covenant that they exclusively possess and own said property free and clear
of all incumbrances except as otherwise noted, and that they will warrant and defend the same
against all persons except the Mortgagee. Any failure of the Mortgagee to enforce any of its
rights or remedies hereunder shall not be a waiver of its right to do so thereafter. Plural
words shall be construed in the singular as the context may require. Description of mortgaged
property:

All of the household goods now located in or about Mortgagors' residence at their address
above set forth.

1 Dinnett Set	1 table-6 chairs	1 server	1 bookcase
1 cabinet	1 heaterola	1 organ	1 chair
1 range	1 china closet	1 piano	1 bed
1 ice box	1 buffet	1 floor lamp	1 chest drawers
1 washer	1 3 pc Lgs	1 5 pc Bedroom Suite	1 floor lamp
1 sewing machine	1 end table	4 throw rug	
1 radio			

The following described Motor Vehicle now located at Mortgagors' address above set forth:

Make	Year Model	Model No.	Motor No.	License: State	Year	Number
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WITNESS the hands and seals of Mortgagors the day of the date hereof above written.
Signed, sealed and delivered
in the presence of:

J. M. Bond

E. F. Wallis

Eugene K. Furlow

Pluma E. Furlow

(Seal)

(Seal)

STATE OF MARYLAND
CITY OF Cumberland

es.

I hereby certify that on this 3rd day of May 1950, before me
the subscriber, a Notary Public of Maryland in and for said city, personally appeared Eugene K. Furlow
and Pluma E. Furlow, his wife
and acknowledged the same to be their act. And, at the same time, before me also person-
ally appeared E. F. Wallis Attorney in fact
of the Mortgages named in the foregoing mortgage and made oath in due form of law that the consid-
eration set forth therein is true and bona fide, as therein set forth, and further that he (or
she) is the agent in this behalf of said Mortgagee and is duly authorized to make this affidavit.
WITNESS my hand and Notarial Seal

(SEAL)

John M. Bond

Notary Public

For value received, the undersigned, being the Mortgagee in the within mortgage, hereby
releases the foregoing mortgage this day of May, 1950.
Household Finance Corporation, by

Ambrose J. Burkey, et ux.

Mortgage.

To

Filed and Recorded April 12 1950 at 10:10 A. M.

First National Bank of Cumberland.

(Stamps \$7.70).

THIS MORTGAGE, Made this 11th day of April, 1950, by and between Ambrose J. Burkey
and Henrietta E. Burkey, his wife, of Allegany County, Maryland, parties of the first part,
and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly incorporated under
the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the
party of the second part in the full and just sum of Six Thousand Six Hundred (\$6,600.00)
dollars, payable one year after date with interest from date at the rate of four and one-
half (4½%) per cent per annum, payable quarterly.

NOW THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar
in hand paid, and in order to secure the prompt payment of the said indebtedness, together
with the interest thereon, and in order to secure the prompt payment of such future advances
together with the interest thereon, as may be made by the party of the second part to the
parties of the first part prior to the full payment of the aforesaid mortgage indebtedness
and not exceeding in the aggregate the sum of Five Hundred (\$500.00) dollars and not to be
made in an amount which would cause the total mortgage indebtedness to exceed the original
amount thereof, and to be used for paying of the costs of any repairs, alterations or im-
provements to the hereby mortgaged property, the said parties of the first part do give,
grant, bargain and sell, convey, release and assign unto the said party of the second part,
its successors and assigns, all that piece or parcel of land, or ground situate, lying and
being in Election District No. 23, Allegany County, State of Maryland, being part of the
same land which Wilbur F. McElfish obtained from Hosea H. Kennedy and Ophelia Kennedy, his
wife, by deed dated the second day of April, 1896, recorded in the Land Records of Allegany
County, Maryland, in Liber 78, at Folio 598, and being described as follows, to-wit:

BEGINNING at a stake on the East margin of the Bedford Road at the Northwest corner
of the parcel of land conveyed by the precent grantor to John Wesley Willison and Isora
Willison, his wife, and running thence by said land South 53½ degrees East 1026 feet to a
stake in the East boundary line of the whole tract of which this is a part; thence by part
of said boundary line North 45 degrees East 204 feet to a stake; thence by a new division
line North 53½ degrees West 1064 feet to a stake on the East margin of the Bedford Road;
thence by said road South 34½ degrees West 200 feet to the beginning; containing 4.788 acres.

It being the same property which was conveyed from Hannah B. McElfish, widow, to the
said Ambrose J. Burkey and Henrietta E. Burkey, his wife, by deed dated the tenth day of
September, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber
205, Folio 364, which said deed contains the following restrictions:

No inns or barbecues or other places for the sale of intoxicating liquors shall be
erected upon the property hereby conveyed, nor sign boards, nor any other public nuisances,
and this property shall at no time be occupied by persons of any other than the White or
Caucasian Race.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Six Thousand Six Hundred (\$6,600.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Six Thousand Six Hundred (\$6,600.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case

of fire to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Ambrose J. Burkey (SEAL)

T. V. Fier

Henrietta E. Burkey (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 11th day of April, 1950, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Ambrose J. Burkey, and Henrietta E. Burkey, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and, at the same time, before me also appeared H. A. Fitzer, President of The First National Bank of Cumberland, the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)
My Commission Expires May 7, 1951.

A. A. Helmick, Notary Public.

Myer Abramson, et ux.

Mortgage.

To
Equitable Life Assurance Society of the United States.

Filed and Recorded April 12th 1950 at 2:30 P. M.

(Stamps \$7.70)

MORTGAGE ON REAL ESTATE.

THIS MORTGAGE, made this 12th day of April, 1950, by and between Myer Abramson and Florence Abramson, his wife, of Allegany County, State of Maryland, parties of the first part and The Equitable Life Assurance Society of the United States, a corporation organized and existing under the laws of the State of New York, having its principal office in the Borough of Manhattan, of the City of New York, party of the second part; the said parties of the first part being hereinafter known and designated as the mortgagors, and the said party of the second part being hereinafter known and designated as the mortgagee, WITNESSETH:

WITNESSETH, WHEREAS, the said parties of the first part are justly indebted to the said mortgagee in the sum of seven thousand Dollars (\$7,000.00) and have agreed to pay the same with interest thereon according to the terms of a certain note or obligation bearing even date herewith, providing for the payment thereof in instalments, the first of which is due and payable on the 1st day of June, 1950.

NOW THEREFORE, in consideration of said loan and for the purpose of securing the payment to the said mortgagee of the same, with the interest thereon, the said mortgagors do hereby bargain, sell, give, grant, convey, release and confirm unto the said mortgagee and to its successors and assigns, forever, the following described property in Cumberland, County of

Allegany, State of Maryland, to-wit:

All that property situated and lying near the City of Cumberland, Allegany County, State of Maryland, known as Lot No. 45 of the Dingle Highlands, it being a part of that property which was conveyed to W. Carl Richards, et al., by J. W. Scott Cochrane by deed dated November 5, 1915, and recorded among the Land Records of Allegany County, State of Maryland in Liber 117, Folio 475, the said Lot hereby conveyed being Lot No. 45 of a plat of land laid out by said W. Carl Richards known as "The Dingle Highlands" or "Richards' Second Addition to the City of Cumberland", and which said lot hereby conveyed is more particularly described as follows, to-wit:

LOT NO. 45. Beginning at a stake on the North side of Camden Avenue (formerly called Richards Avenue) standing at the Southwest corner of Lot No. 46, and bearing North 70 degrees 30 minutes East 285 feet from the Northeast intersection of Highland Avenue with Camden Avenue; then with Camden Avenue North 70 degrees 30 minutes East 90.1 feet to a stake bearing South 70 degrees 30 minutes West 4.5 feet to a point at the end of 19.8 feet on the first line of a tract of land containing 36/100 acres conveyed by J. W. Scott Cochrane, executor to W. Carl Richards by deed dated May 15, 1916, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 118, Folio 432; then leaving said Avenue, North 19 degrees 30 minutes West 65.7 feet to a stake, South 70 degrees 30 minutes West 90.1 feet to the northeast corner of Lot No. 46; then with Lot No. 46, reversed, South 19 degrees 30 minutes East 65.7 feet to the beginning.

It being the same property which was conveyed to Myer Abramson and Florence Abramson, his wife, by Herman H. Hott and Ina A. Hott, his wife, by deed dated October 29, 1940, and recorded in Liber 188, Folio 461, one of the Land Records of Allegany County, Maryland.

EXCEPTING, however, that portion of the above described property which was conveyed by Myer Abramson and wife to George L. Kline and wife by deed dated February 6, 1942, and recorded in Liber 193, Folio 1, among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, and all and singular the tenements, hereditaments and appurtenances thereof, including all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property including but without being limited to, all screens, awnings, storm windows and doors, window shades, inlaid floor coverings, shrubbery, plants, stoves, ranges, refrigerators, boilers, tanks, furnaces, radiators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air-conditioning and incinerating equipment of whatsoever kind and nature, except household furniture, not specifically enumerated herein, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons, claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage.

To have and to hold the above granted premises, with all the rights, improvements and appurtenances thereunto belonging or in anywise appertaining, unto said mortgagee, its successors and assigns, forever. And the said mortgagors covenant that they are seized of an indefeasible estate in fee simple in said premises and that they have a good right to sell

and convey the same as aforesaid; that they are free and clear of all encumbrances and that they will warrant and forever defend the title thereto against the lawful claims of all persons whomsoever.

And it is agreed, that until default be made in the premises, the said Myer Abramson and Florence Abramson, his wife, may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Myer Abramson and Florence Abramson, his wife, covenant to pay when legally demandable, and until the same be fully paid will keep in full force and effect that certain policy of life insurance bearing register date April 1, 1950, Numbered AHO 13-146,932, issued by the mortgagee on the life of Myer Abramson, and assigned to the mortgagee as collateral security for the payment of the indebtedness secured hereby.

But in case of default being made in payment of the mortgage debt aforesaid, or if the mortgagor fail to pay or cause to be paid any of said instalments mentioned in said obligation, according to the terms thereof, or to keep any policy of life insurance held as collateral hereto in full force and effect and such default continue for a period of thirty days, or in case of the actual or threatened demolition or removal of any building erected upon the said premises, or in the event the mortgagor shall fail to pay said taxes or assessments, as the same shall respectively become due and payable, or to pay on demand the cost of the insurance when paid by the mortgagee, or any liens or claims which may have accrued or remained thereon, or any interest when due in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable at the option of the mortgagee, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors and assigns, or agent, are hereby authorized and empowered at any time thereafter to sell the property mortgaged or F. Brooke Whiting, its duly constituted attorney or so much thereof as may be necessary,

and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Allegany County, Maryland, for cash, and the proceeds arising from such sale to apply first: to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Myer Abramson and Florence Abramson, his wife, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs and assigns.

This mortgage is made, however, subject to the following covenants, conditions and agreements, that is to say:

1. If the mortgagors shall pay the indebtedness in monthly instalments as hereinbefore provided, and shall in all things do and perform all other acts and agreements by them herein agreed to be done, then and in that event, only, this mortgage shall be and become null and void. And thereupon the mortgagee will enter, or cause to be entered, upon the records where said mortgage is recorded, satisfaction thereof, the expenses of which the mortgagors or assigns agree to pay.

2. So long as any of the indebtedness hereby secured shall remain outstanding and

unpaid, the mortgagors agree to keep said premises and improvements in good condition and repair, and to pay all taxes and assessments and other charges that may be levied or assessed upon or against the same, or which may be imposed upon the mortgagee in Maryland by reason of this mortgage investment, or upon the mortgage or obligation accompanying the same, or the debt hereby secured, as well as any specific mortgage tax nor or hereafter imposed by law in Maryland upon said obligation and this mortgage, and as the same become due and payable; and all other debts that may become liens upon or charges against said property for repairs or for improvements that are now, or that may hereafter be made thereon, and not to permit any lien to accrue and remain on said premises or any part thereof, or on the improvements upon the same, which might take precedence over the lien of this conveyance.

3. Upon the failure by the mortgagor to pay any of said taxes or assessments, or the passage by the State of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the mortgagee, or upon the rendering by any Court of last resort of a decision that the undertaking by the mortgagors as herein provided to pay any taxes or assessments is legally inoperative, then and in any such event the debt hereby secured, without deduction, shall, at the option of the mortgagee, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law heretofore enacted or hereafter enacted.

4. The Mortgagors herein further agree to keep said improvements on the above described property unceasingly insured against loss by fire and if required against loss by tornado, in some reliable insurance company or companies satisfactory to the mortgagee to their full insurable value, which shall not be less than Seven Thousand Dollars, until the indebtedness hereby secured is fully paid; all policies to be written without any co-insurance clause, to be deposited with the mortgagee premiums paid, and the loss (if any) to be payable to the mortgagee as its interest may appear. The mortgagors also agree to deliver all renewal policies, premiums paid, to the mortgagee at its office in the City of New York, at least three days before the expiration of the old policies. In case of loss and payment by any insurance company, the amount of the insurance money paid shall be applied either on the indebtedness secured hereby or in rebuilding or restoring the damaged building as the mortgagee may elect.

5. And in the event the mortgagors fail to insure said property or to deliver the policies as herein agreed, or to pay the taxes or assessments which may be assessed against the same, or the liens or claims which may accrue or remain thereon, the mortgagee or assigns, are hereby authorized at their election to insure the same and pay the cost of such insurance, and also to pay said taxes, liens and claims, or any part thereof, and the mortgagors hereby agree to refund on demand the sum or sums so paid, with interest thereon at the rate of six per centum per annum, and this mortgage shall stand as security therefor; and any such sum or sums so paid shall become a part of the indebtedness hereby secured.

6. The Mortgagee may resort for the payment of the indebtedness secured hereby to its several securities therefor in such order and manner as it may think fit, and may at any time release said policy of life insurance as collateral security for the payment of the indebtedness secured hereby without regard to the consideration for such release and/or may accept a new policy of life insurance in place thereof for such amount and in such form as it may require without being accountable for so doing to any other lienor, and it is expressly

understood and agreed that if said policy shall be cancelled or released and a new policy shall be substituted in place thereof, the mortgagors shall keep such new policy in full force and effect until the indebtedness secured hereby is fully paid and satisfied and in default thereof the entire indebtedness secured hereby shall, at the option of the mortgagee, become due and payable forthwith and without notice.

7. It is expressly understood and agreed, that this mortgage shall become due and payable forthwith at the option of the mortgagee if the mortgagors shall convey away said mortgaged premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever.

8. It is also understood and agreed that in the event of the death of the insured, the entire indebtedness hereby secured shall thereupon become due and payable, and such sum for which the mortgagee may be legally liable on said policy of life insurance or any policy substituted in place thereof, or any policy held as collateral hereto, or any dividends, dividend additions or dividend accumulations in connection with any policy held as collateral hereto, shall be applied on account of the indebtedness hereby secured; and in case a surplus shall remain after liquidating said indebtedness, it shall be paid over to whoever is lawfully entitled thereto.

9. It is further agreed that all the covenants and agreements of the mortgagors herein contained shall extend to and bind their executors, administrators, heirs and assigns, and shall inure to the benefit of the mortgagee, its successors and assigns.

WITNESS the hands and seals of said mortgagors.

Attest: Ethel McCarty

Myer Abramson (SEAL)
Florence Abramson (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 12th day of April, 19--, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Myer Abramson and Florence Abramson, his wife, the within named mortgagors, and did acknowledge the foregoing to be their act and deed. And at the same time, before me, also personally appeared F. Brooke Whiting, agent and attorney for the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and the said F. Brooke Whiting further and in like manner affirms that he is attorney and agent for the within named mortgagee and that he has authority to make this affidavit.

In witness whereof I have hereunto set my hand and affixed my Notarial Seal the day and year above written.
(Notarial Seal) Ethel McCarty, Notary Public.

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Markwood I. Chaney

Mortgage.

To

Filed and Recorded April 13" 1950 at 8:30 A. M.

Family Finance Corporation

Account No. 16,655 - Actual amount of this loan \$100.00.

Cumberland, Maryland, April 11" 1950.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagors do by these presents bargain, sell and convey to Family Finance Corporation, Vogel Building, 121 Balto. Street, Cumberland, Maryland, for and in consideration of a loan, receipt of which is hereby acknowledged by mortgagors in the sum of One Hundred no/100 dollars (\$100.00) as evidenced by a certain promissory note of even date payable in 11 successive monthly installments of \$10.05 each; which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which instalments shall be payable thirty (30) days from the date hereof, together with a final instalment covering any unpaid principal balance, including interest, which instalment is due and owing Twelve months from the date hereof; the personal property described as follows:

A certain motor vehicle, complete with all attachments and equipment, now located at 244 Humbird St., in the City of Cumberland, County of Allegany, State of Maryland, to-wit:

Make	Model	Year	Engine No.	Factory No.
Dodge Truck	Pick-Up	1946	T-112-110398	81146067

All the furniture, household appliances and equipment, and all other goods and chattels now located in or about Mortgagors' residence at -- in the City of --- County of --- Maryland: ---

including all cooking and washing utensils, pictures, fittings, linens, china, crockery, musical instruments, and household goods of every kind and description now located in or about the mortgagor's residence indicated above.

TO HAVE AND TO HOLD, all and singular, the said personal property unto the said mortgagee, its successors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property, and that there is no lien, claim, encumbrance or conditional purchase title against said personal property or any part thereof, except - None.

PROVIDED, NEVERTHELESS, that if the mortgagors shall well and truly pay unto the said Mortgagee the said sum as above indicated the actual amount of money lent and paid to the undersigned borrower, according to the terms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything herein shall cease and be void; otherwise to remain in full force and effect.

Mortgagors covenant that they will not remove said motor vehicle from the state of Maryland, or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successors and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

It is further agreed and understood that if the Mortgagee so requires, the security shall be kept insured at the expense of the Mortgagors during the term of this mortgage.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid principal, together with interest as

aforesaid, shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagor; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to mortgagors at their last known address, notifying them that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure such insurance of the property as may be legally required by the mortgagee, in a reasonable amount and with an insurance company duly qualified to act in this state; such insurance to name the mortgagee as co-insured or shall have attached to the policy or policies a mortgagee loss payable clause, and keep such insurance in effect for the duration of this mortgage. Said policies and the certificated thereof shall be delivered to the Mortgagor. Should the mortgagors fail to obtain insurance as required above, or fail to keep such insurance in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns, the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS: R. J. Gould, Jr.

Markwood I. Chaney (SEAL)

WITNESS: B. E. Bittner

STATE OF MARYLAND, CITY/COUNTY OF CUMBERLAND ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 11" day of April, 1950, before me, the subscriber,

a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Markwood I. Chaney, the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said mortgage to be his act. And, at the same time, before me also personally appeared B. E. Bittner, agent for the within named Mortgagee, and made in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Richard J. Gould, Jr. Notary Public.

Esther L. Minnigh, et vir.

Chattel Mortgage.

To

Filed and Recorded April 14" 1950 at 8:30 A. M.

Family Finance Corporation

Account No. 16,660 - Actual amount of this loan \$300.00.

Cumberland, Maryland, April 12" 1950.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagors do by these presents bargain, sell and convey to Family Finance Corporation, Vogel Building, 121 Baltó. Street, Cumberland, Maryland, for and in consideration of a loan, receipt of which is hereby acknowledged by mortgagors in the sum of Three Hundred no/100 Dollars (\$300.00) as evidenced by a certain promissory note of even date payable in 19 successive monthly instalments of \$20.16 each; which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which instalments shall be payable thirty (30) days from the date hereof, together with a final instalment covering any unpaid principal balance, including interest, which instalment is due and owing twenty months from the date hereof; the personal property described as follows:

A certain motor vehicle complete with all attachments and equipment, now located at -- in the city of -- County of -- State of Maryland, to-wit: ----

All the furniture, household appliances and equipment, and all other goods and chattels now located in or about Mortgagor's residence at -- in the City of Cresaptown, County of Allegany, Maryland:

1 2-piece living room suite, Mohair, 1 Zenith table model radio, 1 arm chair, 1 occasional chair, 1 floor lamp, 1 stuffed chair, 1 book case, 1 table, 4 chairs, 1 table, 1 Kenmore electric washer, 1 ice box, 1 4-burner gas stove, 1 high chair, 1 work table, 1 utility cabinet, 1 iron brown bed, 1 iron brown bed, 1 baby bed, 2 trunks. including all cooking and washing utensils, pictures, fittings, linens, china, crockery, musical instruments and household goods of every kind and description now located in or about Mortgagors' residence indicated above.

TO HAVE AND TO HOLD, all and singular, the said personal property unto the said mortgagee, its successors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property and that there is no lien, claim, encumbrance or conditional purchase title against said personal property or any part thereof, except - None.

Provided, nevertheless, that if the Mortgagors shall well and truly pay unto the said Mortgagee the said sum as above indicated the actual amount of money lent and paid to the undersigned borrower, according to the terms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything herein shall cease and be void; otherwise to remain in full force and effect.

Mortgagors covenant that they will not remove said motor vehicle from the state of Maryland, or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successors and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

It is further agreed and understood that if the Mortgagee so requires, the security shall be kept insured at the expense of the Mortgagors during the term of this mortgage.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagor; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagors at their last known address, notifying them that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which Mortgagee, its successor and assigns, is licensed, whichever Mortgagee its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure such insurance of the property as may be legally required, by the mortgagee, in a reasonable amount and with an insurance company duly qualified to act

proceeds of such sale shall be applied, first to the payment of all expenses of said sale, including taxes and a commission of 8% to the party making said sale, and second, to the payment of said debt and interest thereon, and the balance, if any, to be paid to the said mortgagor, his personal representatives or assigns, and in case of a deficiency any unearned premiums or insurance may be collected by said mortgagee and applied to said deficiency.

WITNESS, the hand and seal of said Mortgagor the day and year first above written.

WITNESS: Marcus A. Naughton

Jos. F. Watkins, Jr. (SEAL).

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY: That on this 12th day of April, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said county, personally appeared Joseph F. Watkins, Jr. and he acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared John L. Conway, cashier, Cumberland Savings Bank, the within named Mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

May 25, 1950

Marcus A. Naughton, Notary Public.

For value received, the Cumberland Savings Bank, Cumberland, Maryland, hereby releases the within and foregoing mortgage. In witness whereof the Cumberland Savings Bank, Cumberland, Maryland, has caused these presents to be signed by its Vice President and its corporate seal hereto affixed, attested by the signature of its Cashier this 25th day of May, 1950.
Attest: John L. Conway, Cashier, Cumberland Savings Bank
By Marcus A. Naughton, Vice President.

Glenn W. Breedlove, et al.

Mortgage.

To

Filed and Recorded April 14, 1950 at 1:20 P. M.

Clyde W. Breedlove, et ux.

(Stamps \$2.20).

THIS MORTGAGE, Made this -- day of April, in the year one thousand nine hundred and fifty, by and between Glen W. Breedlove and Bessie Breedlove, his wife, and Parker W. Breedlove and Catharine N. Breedlove, his wife, of Allegany County, State of Maryland, of the first part, and Clyde W. Breedlove and Pearl M. Breedlove, his wife, of Garrett County, State of Maryland, of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are justly and bona fide indebted unto the said parties of the second part in the full and just sum of Two Thousand Dollars (\$2,000.00) as is evidenced by their certain joint and several promissory note bearing even date herewith and payable to the order of said Clyde W. Breedlove and Pearl M. Breedlove, his wife, or the survivor of them, on or before five years after date, with interest from date at the rate of 6% per annum, payable semi-annually; said note representing money this day loaned by the said parties of the second part, to the said parties of the first part; it being a condition precedent to the loaning of said sum of money and the acceptance of said note that this mortgage is executed.

NOW THEREFORE, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon,

the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of land situate, lying and being in Cresaptown, Allegany County, Maryland, and described as follows, to-wit:

Beginning at the end of the first line of the whole parcel of land, of which this is a part, and running thence by the remainder of said first line, which line has since been covered by part of the macadam of an unnamed street or road, North 88½° East 60.1 feet to a stake; thence leaving said road, South 17° East 53.9 feet to a stake on the West side of Warrior Run; thence South 74° West 85 feet to a steel pipe stake; thence North 2½° East 68 feet to the beginning, and being part of the same property conveyed by Michael J. Craddock et ux to Patrick H. Cuff, et ux., by deed dated June 2, 1934, and recorded in Liber No. 171, Folio 135, one of the Land Records of Allegany County, Maryland, and being also the same -- which was conveyed unto Farker W. Breedlove, et ux., by deed from Loren W. Breedlove, et ux. bearing date August 4, 1947, and recorded in Liber No. 217, Folio 668, one of the Land Records of Allegany County, Maryland, the said Farker W. Breedlove and wife, having conveyed unto the said Glen W. Breedlove and wife an undivided one-half interest in the above property by deed bearing date the 2nd day of March, 1949, and recorded in Liber No. 225, Folio 510, one of said Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators, or assigns, do and shall pay to the said Clyde W. Breedlove and Pearl M. Breedlove, his wife, or the survivor of them, their executors, administrators or assigns, the aforesaid principal sum of Two Thousand Dollars, together with interest thereon to accrue when and as the same shall become due and payable, and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property; all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in the payment of the mortgage debt aforesaid or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once be due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, heirs, executors, administrators and assigns, or Walter W. Dawson, their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which terms shall be for cash, and the proceeds arising from such sale to apply, first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of ten per cent to the party selling or making

said sale, and if the property be advertised for default and no sale be made, one-half of said commissions and other expenses incurred shall be allowed and paid as costs by the mortgagors their representatives, heirs or assigns; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagees, their heirs or assigns, the improvements on the hereby mortgaged land, to the amount of at least Two Thousand Dollars, and cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, otherwise said parties of the second part may at their option effect said insurance and collect the premium or premiums paid therefor, with interest thereon as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS, the hands and seals of said mortgagor_:

Attest: Roy S. Bowman
Roy S. Bowman

Glen W. Breedlove (SEAL)
Bessie Breedlove (SEAL)
Parker W. Breedlove (SEAL)
Catharine M. Breedlove (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

On this 13th day of April, 1950, before me, Roy S. Bowman, the undersigned officer, personally appeared Glen W. Breedlove and Bessie Breedlove, his wife, and Parker W. Breedlove and Catharine N. Breenlove, his wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

(Justice of the Peace Seal)

Roy S. Bowman, J. P. (Seal)

STATE OF MARYLAND, GARRETT COUNTY, TO WIT:

On this 10th day of April, 1950, before me, Coral E. McRobie, the undersigned officer, personally appeared Clyde W. Breedlove, one of the within named mortgagees, and made oath in due form of law, that the consideration set forth in the foregoing mortgage is true as therein stated.

(Notarial Seal)

Coral E. McRobie, Notary Public.

Dean W. Broadwater, et ux.

Mortgage.

To

Filed and Recorded April 15th 1950 at 9:10 A. M.

W. Wallace McKaig

THIS MORTGAGE, made this 14th day of April, in the year Nineteen Hundred and Fifty, by and between Dean W. Broadwater and Twyla M. Broadwater, his wife, hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns, where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and W. Wallace McKaig, hereinafter called Mortgagee, which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS: The said Mortgagors are justly and bona fide indebted unto the said Mortgagee, in the sum of Three Thousand Five Hundred Dollars (\$3,500.00), which said indebtedness, together with the interest thereon at the rate of Six Per Centum (6%) per annum, is to be repaid within three (3) years from the date hereof. The said Mortgagors do hereby covenant and agree to make payments of not less than Forty Dollars (\$40.00), each month on account of the principal and interest as herein stated, the interest to be computed semi-annually at the rate aforesaid and deducted from said payments and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness. This mortgage is further secured by a promissory note, bearing even date and tenor herewith.

This Mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

NOW THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to wit:

All that following described lot or parcel of land situated near the village of Rawlings, in Election District No. 7 in Allegany County, State of Maryland, being known as Wilson's Addition, a plat of which is filed in Plat Box No. 107, of the Land Records of Allegany County, Maryland, and being a part of the Robert C. Wilson Farm, said parcel of land is designated at lot No. 10 on Wilson's Addition and is particularly described as follows:

Beginning at the end of the third line of Lot No. 9 and reversing said third line, North 52 degrees 22 minutes West 431.9 feet to a stake, then North 37 degrees 38 minutes East 100 feet to a stake, thence South 52 degrees 22 minutes East 431.9 feet to a stake at the limits of the State Road, and with the limits of said Road, South 37 degrees 38 minutes West 100 feet to the beginning. This being a part of the whole farm which was devised by James W. Wilson unto the said Robert C. Wilson, by Will dated June 24, 1911, and recorded among the Will Records of Allegany County, in Will Book M, page 269.

It being the same property which was conveyed unto the said Mortgagors by Willard L. Collins, et ux., by deed dated June 4, 1946, and recorded in Liber 209, Folio 443, of the Land Records of Allegany County, Maryland.

AND WHEREAS, this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid Three Thousand Five Hundred Dollars (\$3,500.00), and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said mortgagee, or George R. Hughes, duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in City of Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: First, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage, including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, the improvements on the hereby mortgaged land to an amount of at least three thousand five hundred (\$3,500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hands and seals of said mortgagors.

Attest: Betty June Beachy,
as to both

Dean W. Broadwater (SEAL)

Twyla M. Broadwater (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 14th day of April, in the year 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Dean W. Broadwater and Twyla M. Broadwater, his wife, the within named Mortgagors, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared W. Wallace McKaig, the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.
(Notarial Seal)

Betty June Beachy, Notary Public.

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John J. Wilson, et ux.

Chattel Mortgage.

To

Filed and Recorded April 15" 1950 at 8:30 A. M.

Fidelity Savings Bank of Frostburg, Md.

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 14th day of April, 1950, by and between John J. Wilson and Marymay M. Wilson, his wife, of Allegany County, Maryland, hereinafter called the mortgagor, and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said mortgagor is indebted unto the said mortgagee in the full sum of Two Hundred Fifty-Eight 78/100 dollars (\$258.78) which is payable in installments according to the tenor of his promissory note of even date herewith for the sum of \$258.78, payable to the order of said bank.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the said mortgagor does hereby bargain and sell unto the said mortgagee the following described property, to-wit:

One 1950 Air King Television Set - Model A-1000, Serial No. 7623.

PROVIDED that if the said mortgagor shall pay unto the said mortgagee the aforesaid sum of \$258.78, dollars with interest as aforesaid, according to the terms of said promissory note, then these presents shall be and become void.

But in case of default in the payment of the mortgage debt aforesaid, or of the interest thereon or in any installment in whole or in part or in any covenant or condition of this mortgage or any condition of provision of said note, then the entire mortgage debt intended to be secured, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the mortgagee may take immediate possession of said property and the said mortgagee, its successors and assigns, or Albert A. Doub, its, his or their constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much as may be necessary at public auction in the City of Frostburg, Maryland, upon giving at least ten (10) days' notice of the time, place and terms of sale by handbills in Frostburg, Maryland, or in some newspaper published in the City of Cumberland, Maryland, for cash, and the proceeds of said sale shall be applied first to the payment of all expenses of said sale, including a commission of five per cent (5%) to the party making said sale, and second, to the payment of said debt and the interest due said mortgagee, and the balance, if any, to be paid to the said mortgagor.

The Mortgagor does further covenant and agree that pending this mortgage the personal property hereinbefore described shall be kept in a building situated at 121 Ormand Street, Frostburg, in Allegany County, Maryland, and that the same shall not be removed therefrom

without the written consent of the said mortgagee.

Said mortgagor agrees to insure said property forthwith, and pending the existence of this mortgage to keep it insured and in some company acceptable to the mortgagee in the sum of \$ full value, and to pay the premiums thereon and to cause the policy issued therefor to be endorsed, as in case of fire, to insure to the benefit of the mortgagee to the extent of its lien or claim thereon and to place such policy forthwith in the possession of the mortgagee.

WITNESS the hand and seal of said mortgagor on this 14th day of April, in the year 1950.

Attest: Ralph M. Race

John J. Wilson (SEAL)

Marymay M. Wilson (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 14th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, aforesaid, personally appeared John J. Wilson and Marymay M. Wilson, his wife, the within named mortgagor, and acknowledged the foregoing mortgage to be his act and at the same time before me personally appeared William B. Yates, Treasurer, of the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the Treasurer and agent for said corporation and duly authorized by it to make this affidavit.

IN WITNESS whereof, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

(Seal omitted)

Ralph M. Race, Notary Public.

James H. Alexander, et ux.

Mortgage.

To

Filed and Recorded April 15" 1950 at 10:10 A. M.

Fidelity Savings Bank of Frostburg.

THIS PURCHASE MONEY MORTGAGE, Made this 12th day of April, in the year Nineteen Hundred and Fifty by and between James H. Alexander and Viola Kerr Alexander, his wife, of Allegany County, in the State of Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of One Thousand Dollars (\$1,000.00) with interest at the rate of Six per Centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith payable in monthly installments of twenty-five and

May, 1950, and on the 12th day of 00/100 Dollars (\$25.00) commencing on the 12th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 12th day of April 1954. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND WHEREAS, this mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said James H. Alexander and Viola Kerr Alexander, his wife, do hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

All that piece or parcel of ground situate, lying and being in the Town of Lonaconing, Allegany County, State of Maryland, and being a parcel of ground called a part of "Ethiopia and the Isle", situated on Big Vein Hill, which was conveyed unto Charles Bowden and Louisa A. Boden, by deed from William W. Powell and Josephine Powell, dated September 8, 1905, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 101, Folio 537, and more particularly described as follows, to-wit:

BEGINNING for the same at a stake standing at the end of the first line of the whole lot and running thence South 7 degrees East 60 feet, thence North 83 degrees East 150 feet to the third line of the whole lot, and with it reversed North 7 degrees West 60 feet to the end of the second line of the whole lot, and with it reversed South 83 degrees West 150 feet to the place of beginning.

BEING THE SAME PROPERTY which was conveyed to George J. Donald, Jr., by deed from George T. Donald and Alice L. Donald, his wife, dated September 7, 1948, and recorded in Liber No. 222, Folio 380, among the said Land Records.

BEING ALSO the same property which was conveyed to the said James H. Alexander and Viola Kerr Alexander, his wife, by deed from the said George J. Donald, Jr., unmarried, of even date herewith, which said deed is intended to be recorded among said land records simultaneously with this mortgage, which is intended to secure a part of the purchase price of the above described property and is in whole a Purchase Money Mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

Compared and Mailed Delivered and 1888.
To Mr. J. H. Frithy and
Apr. 24 1950

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said Mortgagor further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand (\$1,000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver

to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns, without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such act and Regulations issued hereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said act or regulations are hereby amended to conform thereto.

AND IT IS AGREED that the powers, stipulations and covenants, aforesaid, are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hands and seals of said mortgagors.

Attest: Rachel Knieriem	James H. Alexander (SEAL)
Rachel Knieriem	Viola Kerr Alexander (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 12th day of April, in the year nineteen hundred and fifty, before me, the subscriber, a Notary public of the State of Maryland, in and for said County, personally appeared James H. Alexander and Viola Kerr Alexander, and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared William B. Yates, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named Mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof, I have hereto set my hand and affixed my notarial seal the day and year above written.

Rachel Knieriem, Notary Public.

(Notarial Seal)

John Leo Bean, et al.

Mortgage.

To

Filed and Recorded April 15" 1950 at 10:10 A. M.

Fidelity Savings Bank of Frostburg.

THIS PURCHASE MONEY MORTGAGE, Made this 13th day of April, in the year Nineteen Hundred and Fifty, by and between John Leo Bean and Mary Bean, his wife, and Daisy Thomas, widow, of Allegany County, in the State of Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of Two Thousand Dollars (\$2,000.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of Twenty-six and 29/100 Dollars (\$26.29), commencing on the 13th day of May, 1950, and on the 13th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 13th day of April, 1958. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND WHEREAS, this mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said John Leo Bean and Mary Bean, his wife, and Daisy Thomas, widow, do hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL THAT LOT, piece or parcel of ground situate, lying and being in the Town of Frostburg, Allegany County, Maryland, and known and distinguished as Lot Number Ten (10) of Block Number Six (6) of Beall's First Addition to the Town of Frostburg. A plat of which addition is recorded in Liber No. 30, Folio 710, among the Land Records of Allegany County, Maryland.

BEING THE SAME property which was conveyed to Arthur T. Bond and Elizabeth P. Bond, his wife, by deed from William S. Jenkins, Trustee, dated September 11, 1939, and recorded in

Liber No. 184, Folio 524, among said Land Records.

BEING ALSO the same property which was conveyed to the said John Leo Bean and Mary Bean, his wife, and Daisy Thomas by deed of even date herewith from the said Arthur T. Bond and Elizabeth P. Bond, his wife, which deed is intended to be recorded among said land records simultaneously with this mortgage which is executed to secure a part of the purchase price of the above described property and is, in whole, a purchase money mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said Mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said Mortgagor further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand (\$2,000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or

policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

TO DELIVER to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns, without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such act and Regulations issued hereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said act or regulations are hereby amended to conform thereto.

And it is agreed that the powers, stipulations and covenants, aforesaid, are to extend to and bind the several heirs, executors, administrators, successors and assigns of the

respective parties hereto.

WITNESS the hands and seals of said mortgagors.

Attest: Rachel Knieriem

John Leo Bean (SEAL)

Rachel Knieriem

Mary Bean (SEAL)

Rachel Knieriem

Daisy Thomas (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 13th day of April, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John Leo Bean and Mary Bean, his wife, and Daisy Thomas, widow, and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared William B. Yates, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Rachel Knieriem, Notary Public.

Mortgage.

Philip M. Ballard, et ux.

Filed and Recorded April 14th 1950 at 1:30 P. M.

To

(Stamps \$1.10)

Commercial Savings Bank of Cumberland, Md.

THIS MORTGAGE, Made this 13th day of April, in the year nineteen hundred and fifty, by and between Philip M. Ballard and Ida B. Ballard, his wife, of Allegany County, State of Maryland, of the first part, and The Commercial Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of Maryland, of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are justly and bona fide indebted unto the said The Commercial Savings Bank of Cumberland, Maryland, in the full and just sum of Fourteen Hundred (\$1,400.00) Dollars, for which they have given their promissory note of even date herewith, payable with interest at the rate of 6% per annum in monthly payments on the principal and interest of not less than \$50.00, each monthly payment to be applied first to interest and then to reduction of principal, interest for the following month to be calculated on the principal as so reduced.

NOW THEREFORE, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, payable as aforesaid, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said The Commercial Savings Bank of Cumberland, Maryland,

Compared and tested Delivered
To Mortgagee
April 21 1950

its successors and assigns, the following property, to-wit:

All that tract of land, situated in Election District No. 7, in Allegany County, Maryland, about one-third of a mile Northeast of the Rawlings Post Office, and described as follows:

Beginning at a stake in the first line of the William H. Flanagan place, which stake is 710.35 feet from the beginning of said line, which line is also the limits of the State Road Right-of-Way, and running thence from said stake, North 50 degrees West 960 feet to a stake in the side of a hill; thence North 45½ degrees East 176 feet to a stake at the foot of said hill; thence South 44½ degrees East 720 feet to a stake; thence North 45½ degrees East 26½ feet to a stake; thence South 44½ degrees East 226 feet to a stake in the limits of the State Road; thence South 41 degrees West 87½ feet to the point of beginning. Containing 2-3/4 acres, more or less.

Being the same property conveyed by Seymour A. Evans to the said Philip M. Ballard, et ux by deed dated April 6, 1942, and recorded in Liber No. 193, Folio 148, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

TO HAVE AND TO HOLD the above described property unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

PROVIDED that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Fourteen Hundred (\$1,400.00) dollars and the interest thereon, according to the true intent and meaning of the promissory note aforesaid, as the same shall fall due and become payable. -- and in the meantime do and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured; all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit:

By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply -- first: -- To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of

eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs by the mortgagors, their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least fourteen hundred (\$1,400.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hands and seals of said mortgagors.

Attest: William C. Dudley

Philip M. Ballard (SEAL)

Ilda B. Ballard (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 13th day of April, in the year nineteen hundred and Fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Philip M. Ballard and Ilda B. Ballard, his wife, and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, cashier of The Commercial Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

William C. Dudley, Notary Public.

Chattel Mortgage.

William M. Judy, et ux.

To

Filed and Recorded April 14" 1950 at 3:35 P. M.

Irving Millenson, t/a &c.

THIS CHATTEL MORTGAGE, Made this 14th day of April, 1950, by William M. & Violet M. Judy, (wife) of the city/county of Cumberland/Allegany, State of Maryland, hereinafter called the "Mortgagor" to Irving Millenson, t/a Millenson Company, 106-108 South Liberty

Compared and Filed Delivered 27 4 50
To M. J. L. Liberty St. City
April 21 1950

there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

If this mortgage includes a motor vehicle, the Mortgagors covenant that they will at their own cost and expense procure such insurance of the property as may be legally required, by the Mortgagee, in a reasonable amount and with an insurance company duly qualified to act in this state; such insurance to name the mortgagee as co-insured or shall have attached to the policy or policies a mortgagee loss payable clause and keep such insurance in effect for the duration of this mortgage. Said policies and the certificates thereof shall be delivered to the Mortgagee. Should the mortgagors fail to obtain insurance as required above, or fail to keep such insurance in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successor and assigns, the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS: E. D. Johnson	Margaret S. Rotruck (SEAL)
WITNESS: R. J. Gould, Jr.,	Julian A. Rotruck (SEAL)
WITNESS: E. F. Hoban	

STATE OF MARYLAND, CITY/COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 14th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Rotruck, Margaret S. & Julian A. (her husband) the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time before me also personally appeared R. J. Gould, Jr., agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ember D. Johnson, Notary Public.

Walter Clifton Clark, et ux.

Mortgage.

To
Equitable Life Assurance Society of the United States.

Filed and Recorded April 17th 1950 at 3:45 P. M.
(Stamps \$3.85).

MORTGAGE ON REAL ESTATE

THIS MORTGAGE, made this 17th day of April, 1950, by and between Walter Clifton Clark and Dorothy Louise Clark, his wife, of Allegany County, State of Maryland, parties of the first part, and The Equitable Life Assurance Society of the United States, a corporation organized and existing under the laws of the State of New York, having its principal office in the Borough of Manhattan, of the City of New York, party of the second part; the said parties of the first part being hereinafter known and designated as the mortgagors, and the said party of the second part being hereinafter known and designated as the Mortgagee, witnesseth:

WITNESSETH, whereas, the said Walter Clifton Clark and Dorothy Louise Clark, his wife, are justly indebted to the said mortgagee in the sum of thirty-eight hundred dollars (\$3800.00) and have agreed to pay the same with interest thereon according to the terms of a certain note or obligation bearing even date herewith, providing for the payment thereof in instalments, the first of which is due and payable on the 1st day of June, 1950.

NOW THEREFORE, in consideration of said loan and for the purpose of securing the payment to the said mortgagee of the same, with the interest thereon, the said mortgagors do hereby bargain, sell, give, grant, convey, release and confirm unto the said mortgagee and to its successors and assigns, forever, the following described property in Allegany County, Maryland, State of Maryland, to-wit:

All that property on Johnson Heights, in Cumberland, Allegany County, Maryland, known as Lot No. 5 and the easterly one-half of Lot No. 4, of Block No. 22 as shown on a revised plat of Johnson Heights Addition, dated April, 1936, and recorded on May 28, 1936, among the Land Records of Allegany County, Maryland, and the property hereby conveyed being described as follows: Fronting 52½ feet on the Southerly side of Arundel Street bounded and described as follows:

BEGINNING at a point on the southerly side of Arundel Street, where line dividing Lots Nos. 5 and 6 intersect same, and running thence along said dividing line at right angles to said Arundel Street, South 33 degrees 51 minutes West 130 feet to an alley, thence along said alley North 56 degrees 09 minutes West 52½ feet, thence parallel to first line reversed, North 33 degrees 51 minutes East 130 feet to the Southerly side of the aforesaid Arundel Street, thence along the Southerly side of said Arundel Street, South 56 degrees 09 minutes East 52½ feet to the place of beginning (All courses refer to true North.)

It being the same property which was conveyed to Walter Clifton Clark and Dorothy Louise Clark, his wife, by The Johnson Realty Corporation, by deed dated the 25th day of November, 1938, and recorded in Liber 182, Folio 103, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters and all and singular the tenements, hereditaments and appurtenances thereof, including all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property including, but without being limited to, all screens, awnings, storm windows and doors, window shades, inlaid floor coverings, shrubbery, plants, stoves,

ranges, refrigerators, boilers, tanks, furnaces, radiators and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air conditioning and incinerating equipment of whatsoever kind and nature, except household furniture not specifically enumerated herein, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage.

TO HAVE AND TO HOLD the above granted premises, with all the rights, improvements and appurtenances thereunto belonging or in any wise appertaining, unto said mortgagee, its successors and assigns, forever. And the said mortgagors covenant that they are seized of an indefeasible estate in fee simple in said premises and that they have a good right to sell and convey the same as aforesaid; that they are free and clear of all encumbrances and that they will warrant and forever defend the title thereto against the lawful claims of all persons whomsoever.

And it is agreed, that until default be made in the premises, the said Walter Clifton Clark and Dorothy Louise Clark, his wife, may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon the said Walter Clifton Clark and Dorothy Louise Clark, his wife, covenant to pay when legally demandable, and until the same be fully paid will keep in full force and effect that certain policy of life insurance bearing register date --- numbered --- issued by the Mortgagee on the life of Walker Clifton Clark and assigned to the Mortgagee as collateral security for the payment of the indebtedness secured hereby.

But in case of default being made in payment of the mortgage debt aforesaid, or if the mortgagors shall fail to pay or cause to be paid any of said instalments mentioned in said obligation, according to the terms thereof, or to keep any policy of life insurance held as collateral hereto in full force and effect and such default continue for a period of thirty days, or in case of the actual or threatened demolition or removal of any building erected upon said premises, or in the event the mortgagors shall fail to pay said taxes or assessments, as the same shall respectively become due and payable, or to pay on demand the cost of the insurance when paid by the mortgagee, or any liens or claims which may have accrued or remained thereon, or any interest when due in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable at the option of the mortgagee, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors and assigns, or F. Brooke Whiting, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Allegany County, Maryland, for cash, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes and a commission of eight per cent. to the party selling or making said

sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Walter Clifton Clark and Dorothy Louise Clark, his wife, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs and assigns.

This Mortgage is made, however, subject to the following covenants, conditions and agreements, that is to say:

1. If the mortgagors shall pay the indebtedness in monthly instalments as hereinbefore provided, and shall in all things do and perform all other acts and agreements by them herein agreed to be done, then and in that event only, this mortgage shall be and become null and void. And thereupon the mortgagee will enter, or cause to be entered upon the records where said mortgage is recorded, satisfaction thereof, the expense of which the mortgagors or assigns agree to pay.

2. So long as any of the indebtedness hereby secured shall remain outstanding and unpaid, the mortgagors agree to keep said premises and improvements in good condition and repair, and to pay all taxes and assessments and other charges that may be levied or assessed upon or against the same, or which may be imposed upon the mortgagee in Maryland, by reason of this mortgage investment, or upon the mortgage or obligation accompanying the same, or the debt hereby secured, as well as any specific mortgage tax now or hereafter imposed by law in Maryland, upon said obligation and this mortgage, and as the same become due and payable; and all other debts that may become liens upon or charges against said property for repairs or for improvements that are now, or that may hereafter be made thereon, and not to permit any lien to accrue and remain on said premises or any part thereof, or on the improvements upon the same, which might take precedence over the lien of this conveyance.

3. Upon the failure by the mortgagor to pay any of said taxes or assessments, or the passage by the State of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the mortgagee, or upon the rendering by any Court of last resort of a decision that the undertaking by the mortgagors as herein provided to pay any taxes or assessments is legally inoperative, then and in any such event the debt hereby secured, without deduction shall, at the option of the mortgagee, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law heretofore enacted or hereafter enacted.

4. The mortgagors herein further agree to keep said improvements on the above described property unceasingly insured against loss by fire and if required, against loss by tornado, in some reliable insurance company or companies satisfactory to the mortgagee to their full insurable value, which shall not be less than \$3800.00 dollars, until the indebtedness hereby secured is fully paid; all policies to be written without any co-insurance clause, to be deposited with the mortgagee premiums paid, and the loss (if any) to be payable to the mortgagee as its interest may appear. The Mortgagors also agree to deliver all renewal policies, premiums paid, to the mortgagee at its office in the City of New York, at least three days before the expiration of the old policies. In case of loss and payment by any insurance company, the amount of the insurance money paid shall be applied either on the indebtedness secured hereby or in rebuilding or restoring the damaged building, as the mortgagee may elect.

5. And, in the event the mortgagors fail to insure said property or to deliver the policies as herein agreed, or to pay the taxes or assessments which may be assessed against

the same, or the liens or claims which may accrue or remain thereon, the mortgagee or assigns are hereby authorized at their election to insure the same and pay the cost of such insurance, and also to pay said taxes, liens and claims or any part thereof, and the mortgagors hereby agree to refund on demand the sum or sums so paid, with interest thereon at the rate of six per centum per annum, and this mortgage shall stand as security therefor; and any such sum or sums so paid shall become a part of the indebtedness hereby secured.

6. The Mortgagee may resort for the payment of the indebtedness secured hereby to its several securities therefor in such order and manner as it may think fit, and may at any time release said policy of life insurance as collateral security for the payment of the indebtedness secured hereby without regard to the consideration for such release and/or may accept a new policy of life insurance in place thereof for such amount and in such form as it may require, without being accountable for so doing to any other lienor, and it is expressly understood and agreed that if said policy shall be cancelled or released and a new policy shall be substituted in place thereof, the mortgagors shall keep such new policy in full force and effect until the indebtedness secured hereby is fully paid and satisfied and in default thereof the entire indebtedness secured hereby shall, at the option of the mortgagee, become due and payable forthwith and without notice.

7. It is expressly understood and agreed that this mortgage shall become due and payable forthwith at the option of the mortgagee if the mortgagors shall convey said mortgaged premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever.

8. It is also understood and agreed that in the event of the death of the insured, the entire indebtedness hereby secured shall thereupon become due and payable, and such sum for which the mortgagee may be legally liable on said policy of life insurance or any policy substituted in place thereof, or any policy held as collateral hereto, or any dividends, dividend additions or dividend accumulations in connection with any policy held as collateral hereto, shall be applied on account of the indebtedness hereby secured; and in case a surplus shall remain after liquidating said indebtedness, it shall be paid over to whoever is lawfully entitled thereto.

9. It is further agreed that all the covenants and agreements of the mortgagors herein contained shall extend to and bind their executors, administrators, heirs and assigns, and shall inure to the benefit of the mortgagee, its successors and assigns.

WITNESS the hands and seals of said mortgagors:

Attest: Ethel McCarty

Walter Clifton Clark (SEAL)

Dorothy Louise Clark (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 17th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Walter Clifton Clark and Dorothy Louise Clark, his wife, the within named mortgagors, and did acknowledge the foregoing to be their act, and deed. And at the same time, before me, also personally appeared F. Brooke Whiting, agent and attorney for the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and the said F. Brooke Whiting further and in like manner

affirms that he is attorney and agent for the within named mortgagee and that he has authority to make this affidavit.

In witness whereof I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(Notarial Seal)

Ethel McCarty, Notary Public.

Ervin W. Lease, et al.

Chattel Mortgage.

To

Filed and Recorded April 18" 1950 at 8:30 A. M.

North American Acceptance Corp. of Maryland.

THIS CHATTEL MORTGAGE, Made this 11" day of April, 1950, by Lease, Ervin W. and Elizabeth, Cumberland, of the city/county of Allegany, State of Maryland, hereinafter called "Mortgagor", to North American Acceptance Corporation of Maryland, a body corporate, 61 N. Centre Street, Cumberland, Maryland, hereinafter called "Mortgagee."

WITNESSETH: That for and in consideration of the sum of Two Hundred Ten & 00/100 Dollars (\$210.00) the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property.

The chattels, including household furniture, now located at 62 Marion St., Cumberland, Allegany County, in said State of Maryland, that is to say:

1 refrigerator, 1 stove, 1 cabinet, 2 utility cabinets, 1 washer, 1 table, 4 chairs, 1 sewing machine, 1 radio, 2 beds, 2 dressers, 1 sofa, 2 stuffed chairs.

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in -- Maryland, that is to say: -----

TO HAVE AND TO HOLD, the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, the said sum of \$210 00/100 according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 15 successive monthly installments of \$17.59 each, including interest at the rate of 3% per month on the unpaid principal balances, the first of which installments shall be payable on the 10" day of May, 1950, and each succeeding installment shall be payable on the 10" day of each succeeding month thereafter, together with a final installment covering any unpaid balance, including interest as aforesaid, which final installment shall be payable on the 10" day of July, 1951, and interest after maturity at said rate, then these presents shall be void.

Compared and Mailed Delivered April 21 1950

The note evidencing said loan provides that the principal amount thereof or any part thereof may be paid prior to maturity with interest at the aforementioned rate to the date of payment.

Mortgagor covenants that he or she exclusively owns and possesses said motor vehicle or vehicles or other mortgaged personal property (all of which shall hereafter be referred to as "mortgaged personal property") and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle or vehicles from the state of Maryland, or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

If default shall be made in the payment of any installment of principal or interest or any part of either, as provided in said note, then the entire unpaid balance of principal together with accrued interest as aforesaid, shall become due and payable immediately, and Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof wherever found, without any liability on the part of Mortgagee to Mortgagor; after such possession under the terms hereof, Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the city or County in which Mortgagor resides or in the City or County in which Mortgagee is licensed, whichever Mortgagee shall elect. At any time prior to said sale, Mortgagor may obtain possession of the said mortgaged personal property upon payment to Mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular. Any reference herein to Mortgagee shall be deemed to include any successors or assigns of Mortgagee.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS: Robert L. Kiffner

Ervin W. Lease (SEAL)

WITNESS: P. Mitchell

Elizabeth Lease (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 11th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Ervin W. Lease and Elizabeth Lease, the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared Glen R. Chappell, agent for the within named mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide as therein set forth, and he further made oath that he is the agent of the Mort-

gagee and duly authorized by said mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Daisy V. Aldridge, Notary Public.

Henry Filer, et ux.

Mortgage.

To

Filed and Recorded April 18th 1950 at 8:30 A. M.

Fidelity Savings Bank of Frostburg, Md.

(Stamps 55¢).

THIS MORTGAGE, made this 14th day of April, 1950, by and between Henry Filer and Edith Filer, his wife, of Mather, Pa., Mortgagors, and The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, mortgagee.

WHEREAS, the said mortgagors are justly indebted unto the mortgagee in the full and just sum of Five Hundred Sixty-One and 00/100 -- (\$561.00), which is to be repaid in nineteen consecutive monthly installments of \$30.00 each, beginning one month from the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said Mortgagors do grant, assign and convey unto the said Mortgagee, its successors and assigns, in fee simple, all that lot of ground and premises located in Frostburg, Allegany County, known as No. 158 Bowery Street and more fully described in a deed from Mary McLuckie, dated June 18, 1932, recorded among the Land Records of Allegany County, Maryland, Liber 168, Folio 81,

TOGETHER with the buildings and improvements thereupon and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, its successors and assigns, forever, provided that if the said Mortgagors, their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors and assigns, the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable, and in the meantime, do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises, the said mortgagors may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon said Mortgagors hereby covenant to pay when legally demandable.

AND the said Mortgagors further covenant to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the mortgagee, in some company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgagee,

Compared and Mailed Delivered 3d Class
To Mr. Ervin W. Lease, Mather, Pa.
April 21 1950

its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sale shall be at public auction for cash, and the proceeds arising therefrom to apply: First to the payment of all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance to pay it over to the mortgagors, their heirs or assigns, and in case of advertisement but no sale, one-half of the above commission shall be paid by the mortgagor, -- representatives, heirs or assigns;

WITNESS our hands and seals.

Attest: Rachel Knieriem

Henry Filer (SEAL)

Edith Filer (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of April, 1950, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Henry Filer and Edith Filer, his wife, the mortgagors named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act. At the same time also appeared William B. Yates, treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Rachel Knieriem, Notary Public.

Oswald John Hutson, et al.

To

Fidelity Finance Company.

Chattel Mortgage.

Filed and Recorded April 18" 1950 at 2:45 P. M.

PURCHASE MONEY CHATTEL MORTGAGE.

Oswald John Hutson and Ann Pearl Hutson, of 472 Central Avenue, Cumberland, Maryland, in consideration of the sum of Eight Hundred and Forty-One & no/100 dollars paid them by Fidelity Finance Company, do hereby bargain and sell to the said Fidelity Finance Company, the following described property:

1949 Nash four-door sedan - Serial No. K-288661, Motor No. S-33964 - Model 4928.

The undersigned vendor represents and guarantees that the above described property belongs to him/or her outright and that same is free of all liens, mortgages and encumbrances of every kind and this representation is made for the purpose of inducing the vendee to purchase same and the vendor further covenants that he/or she will indemnify and

defend the vendee against all claimants and allow the above said chattels to remain on the premises at the above address without storage charge, the purpose of this instrument is to secure a loan evidenced by a note of even date so that the destruction or loss of the above property shall not void the indebtedness of the vendor, the terms of the aforesaid note are incorporated in this agreement the same as if set out herein in full. The vendor agrees to keep the automobile insured with comprehensive fire and theft insurance and \$100.00 deductible collision insurance for the value thereof.

The vendor agrees that in the event of default in payment or terms of this agreement, the vendee may repossess the above described automobile, and that this agreement is to be construed as a Chattel Mortgage under the laws of the State of Maryland, and the parties hereto agree to be governed thereby regardless of anything herein to the contrary.

Purchaser acknowledges receipt of true, executed copy of this instrument at time of execution hereof.

WITNESS our hand and seal this 8th day of April, one thousand nine hundred and fifty, Witness: Edith Holder

Oswald John Hutson (SEAL)

Ann Pearl Hutson (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 8th day of April, in the year One Thousand Nine Hundred and Fifty, before the subscriber, a Notary Public of the said State in and for the County aforesaid, personally appeared Oswald John Hutson and Ann Pearl Hutson and acknowledge the foregoing Chattel Mortgage to be their act and at the same time before me also appeared L. Eisenberg for the Fidelity Finance Company and made oath in due form of law that the consideration in said bill is true and bona fide as herein set forth.

(Notarial Seal)

Edith Holder, N. P.

Assumption of Prior Mortgage.

Thomas M. Brodie, et ux.

and

Thomas G. Kidwell, et ux.

Filed and Recorded April 18" 1950 at 3:20 P. M.

ASSUMPTION OF PRIOR MORTGAGE

FOR VALUE RECEIVED, The undersigned, purchasers and grantees in the Deed of Property located in Election District No. 24, in or near the Village of Eckhart, Allegany County, Maryland, said property now covered by and particularly described in a mortgage dated September 9, 1947, and recorded among the Mortgage Records of Allegany County, Maryland, in Liber No. 201, Folio 606, from Thomas G. Kidwell and Marjorie O'Donnell Kidwell, his wife, to The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, do hereby covenant and agree with the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, its successors and assigns, to assume and pay the principal debt and interest secured by aforesaid mortgage, in accordance with the terms of said mortgage, to the same extent as if said undersigned has been the Mortgagor, making the covenants therein contained; nothing, however,

Compared and Mailed Entered
to Fidelity Savings Bank, Frostburg, Md.
April 23, 1950

Compared and Mailed Entered - 4 18 50
to Fidelity Savings Bank
April 21, 1950

to be construed as releasing, impairing or in any manner affecting any rights of said Bank against said Mortgagors, nor as an agreement by said Bank to substitute this obligation for the obligation of said mortgagors, or to alter or extend the time or manner of performance of said covenants of said mortgage.

AS WITNESS our hands and seals this 17th day of April, 1950.

Attest: Rachel Knieriem

Thomas M. Brodie (SEAL)

Elizabeth Kay Brodie (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland in and for Allegany County, aforesaid, personally appeared Thomas M. Brodie and Elizabeth Kay Brodie, his wife, the persons named in the foregoing Assumption of Mortgage, satisfactorily proven to be the persons whose names are subscribed in the foregoing instrument, and they acknowledge the foregoing instrument to be their act and deed and that they executed the same for the purpose therein contained.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Rachel Knieriem, Notary Public.

WE, Thomas G. Kidwell and Marjorie O'Donnell Kidwell, his wife, do authorize the Bank to allow Thomas W. Brodie and Elizabeth Kay Brodie, his wife, to assume our Mortgage as heretofore stated, with the understanding that we are also to remain liable on the conditions, covenants, etc., as set forth in said Mortgage, hereinbefore referred to.

Attest: William R. Meeks

Thomas G. Kidwell (SEAL)

Mrs. J. H. Turner

Marjorie O'Donnell Kidwell (SEAL)

STATE OF LOUISIANA, COUNTY OF CADDO, TO WIT:

I HEREBY CERTIFY that on this 10th day of April, 1950, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Thomas G. Kidwell, husband of Marjorie O'Donnell Kidwell, and acknowledged the foregoing instrument to be his act and deed and that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

My Commission expires September 16, 1952.

Woody B. Hargrove, Notary Public.

STATE OF LOUISIANA, COUNTY OF CADDO, TO WIT:

I HEREBY CERTIFY that on this 10th day of April, 1950, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Marjorie O'Donnell Kidwell, wife of Thomas G. Kidwell, and acknowledged the foregoing instrument to be their act and deed and that she executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

My Commission expires September 16, 1952.

Woody B. Hargrove, Notary Public.

Rebecca A. Collins

Chattel Mortgage.

To

Filed and Recorded April 19" 1950 at 10:00 A. M.

Cumberland Savings Bank.

THIS CHATTEL MORTGAGE, Made this 18th day of April, 1950, by and between Rebecca A. Collins, of Allegany County, Maryland, hereinafter called the Mortgagor, and Cumberland Savings Bank of Cumberland, Maryland, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, The said Mortgagor stand indebted unto the said Mortgagee in the full sum of \$809.00 payable in 24 successive monthly installments of \$33.71 each, beginning one month after the date hereof, as is evidenced by her promissory note of even date herewith.

NOW THEREFORE, in consideration of the premises and of the sum of \$1.00 the said Mortgagor does hereby bargain and sell unto the said Mortgagee, its successors and assigns, the following property, to-wit:

1947 Chevrolet Town Sedan - Motor No. EAA-2758 - Serial No. 8EKA-2138.

PROVIDED, if the said mortgagor shall pay unto the said Mortgagee the aforesaid sum of \$809.00 according to the terms of said promissory note and perform all the covenants herein agreed to by said Mortgagor, then this mortgage shall be void.

The mortgagor does covenant and agree, pending this mortgage, as follows: That said motor vehicle shall be kept in a garage in Cumberland, Maryland, except when actually being used by said Mortgagor, and that the place of storage shall not be changed without the written consent of said mortgagee; to keep said motor vehicle in good repair and condition; to pay all taxes, assessments and public liens legally levied on said motor vehicle when legally demandable; to pay said mortgage debt as agreed; to have said motor vehicle insured and pay the premiums therefor, in some reliable company against fire, theft and collision, and have the policy or policies issued thereon payable, in case of loss, to the mortgagee to the extent of its lien hereunder and to place such policies in possession of the mortgagee.

But in case of default in the payment of the mortgaged debt in any installment thereof, in whole or in part, in any covenant or condition of this mortgage, then the entire mortgage debt intended to be secured, shall at once become due and payable and these presents are hereby declared to be made in trust, and the mortgagee is hereby declared and entitled to and may take immediate possession of said motor vehicle, and the said Mortgagee, its successors or assigns, or F. Brooke Whiting, its constituted attorney, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much as may be necessary, at public auction for cash in the City of Cumberland, Maryland, upon giving at least ten days' notice of the time, place and terms of sale in some newspaper published in said City, and the proceeds of such sale shall be applied; first to the payment of all expenses of said sale, including taxes and a commission of 2% to the party making said sale, and second, to the payment of said debt and interest thereon, and the balance, if any, to be paid to the said mortgagor, his personal representatives or assigns, and in case of a deficiency any unearned premiums or insurance may be collected by said mortgagee and applied to said deficiency.

WITNESS, the hand and seal of said Mortgagor the day and year first above written.

WITNESS: Marcus A. Naughton

Rebecca A. Collins (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 18th day of April, in the year nineteen hundred and fifty, before me, the subscriber, a notary public of the state of Maryland, in and for said County, personally appeared Rebecca A. Collins and she acknowledged the foregoing mortgage to

the "Allegany County Farm Addition to Cumberland, Maryland" as shown on a plat thereof intended shortly to be recorded among the Land Records of Allegany County, Maryland, and particularly described as follows:

LOT NO. 3. Beginning at a hub at the end of the first line of Lot No. 2 on the Southeast side of Holland Street, and with Holland Street, North 35 degrees 47 minutes East 50 feet to a hub; thence leaving Holland Street at right angles, South 54 degrees 13 minutes East 120 feet to a hub; thence South 35 degrees 47 minutes West 50 feet to a Hub at the end of the second line of Lot No. 2, then reversing said second line, North 54 degrees 13 minutes West 120 feet to the beginning.

It being the same property which was conveyed to Harry B. McFarland and Eva T. McFarland, his wife, by Edwin C. Hoffman and Frances J. Hoffman, his wife, by deed dated September 26, 1947, and recorded in Liber 217, Folio 293, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters and all and singular the tenements, hereditaments and appurtenances thereof, including all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property including, but without being limited to, all screens, awnings, storm windows and doors, window shades, inlaid floor coverings, shrubbery, plants, stoves, ranges, refrigerators, boilers, tanks, furnaces, radiators and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air conditioning and incinerating equipment of whatsoever kind and nature, except household furniture not specifically enumerated herein, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage.

TO HAVE AND TO HOLD the above granted premises, with all the right, improvements and appurtenances thereunto belonging or in any wise appertaining, unto said mortgagee, its successors and assigns, forever. And the said mortgagors covenant that they are seized of an indefeasible estate in fee simple in said premises and that they have a good right to sell and convey the same as aforesaid; that they are free and clear of all encumbrances and that they will warrant and forever defend the title thereto against the lawful claims of all persons whomsoever.

And it is agreed that until default be made in the premises, the said Harry B. McFarland and Eva T. McFarland, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon the said Harry B. McFarland and Eva T. McFarland covenant to pay when legally demandable, and until the same be fully paid will keep in full force and effect that certain policy of life insurance bearing register date May 1, 1950, numbered AHO 13,154,007, issued by the Mortgagee on the life of Harry B. McFarland, and assigned to the mortgage as collateral security for the payment of the indebtedness secured hereby.

But in case of default being made in payment of the mortgage debt aforesaid, or if

the mortgagors shall fail to pay or cause to be paid any of said instalments mentioned in said obligation, according to the terms thereof, or to keep any policy of life insurance held as collateral hereto in full force and effect and such default continue for a period of thirty days, or in case of the actual or threatened demolition or removal of any building erected upon said premises, or in the event the mortgagors shall fail to pay said taxes or assessments as the same shall respectively become due and payable, or to pay on demand the cost of the insurance when paid by the mortgagee, or any liens or claims which may have accrued or remained thereon, or any interest when due in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable at the option of the mortgagee, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors and assigns, or F. Brooke Whiting, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Allegany County, Maryland, for cash, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Harry B. McFarland and Eva T. McFarland, his wife, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs and assigns.

This mortgage is made, however, subject to the following covenants, conditions and agreements, that is to say:

1. If the mortgagors shall pay the indebtedness in monthly instalments as hereinbefore provided, and shall in all things do and perform all other acts and agreements by them herein agreed to be done, then and in that event only, this mortgage shall be and become null and void. And thereupon the mortgagee will enter, or cause to be entered upon the records where said mortgage is recorded, satisfaction thereof, the expense of which the mortgagors or assigns agree to pay.

2. So long as any of the indebtedness hereby secured shall remain outstanding and unpaid, the mortgagors agree to keep said premises and improvements in good condition and repair, and to pay all taxes and assessments and other charges that may be levied or assessed upon or against the same, or which may be imposed upon the mortgagee in Maryland, by reason of this mortgage investment, or upon the mortgage or obligation accompanying the same, or the debt hereby secured, as well as any specific mortgage tax now or hereafter imposed by law in Maryland, upon said obligation and this mortgage, and as the same become due and payable; and all other debts that may become liens upon or charges against said property for repairs and all other debts that are now, or that may hereafter be made thereon, and not to permit any lien to accrue and remain on said premises or any part thereof, or on the improvements upon the same, which might take precedence over the lien of this conveyance.

3. Upon the failure by the mortgagor to pay any of said taxes or assessments, or the passage by the State of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the mortgagee, or upon the rendering by any Court of last resort of

a decision that the undertaking by the mortgagors as herein provided to pay any taxes or assessments is legally inoperative, then and in any such event the debt hereby secured, without deduction shall, at the option of the mortgagee, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law heretofore enacted or hereafter enacted.

4. The mortgagors herein further agree to keep said improvements on the above described property unceasingly insured against loss by fire and if required against loss by tornado, in some reliable insurance company or companies satisfactory to the mortgagee to their full insurable value, which shall not be less than Fifty-Five Hundred Dollars, until the indebtedness hereby secured is fully paid; all policies to be written without any co-insurance clause, to be deposited with the mortgagee premiums paid, and the loss (if any) to be payable to the mortgagee as its interest may appear. The Mortgagors also agree to deliver all renewal policies, premiums paid, to the mortgagee at its office in the City of New York, at least three days before the expiration of the old policies. In case of loss and payment by any insurance company, the amount of the insurance money paid shall be applied either on the indebtedness secured hereby or in rebuilding or restoring the damaged building, as the mortgagee may elect.

5. And, in the event the mortgagors fail to insure said property or to deliver the policies as herein agreed, or to pay the taxes or assessments which may be assessed against the same, or the liens or claims which may accrue or remain thereon, the mortgagee or assigns are hereby authorized at their election to insure the same and pay the cost of such insurance, and also to pay said taxes, liens and claims or any part thereof, and the mortgagors hereby agree to refund on demand the sum or sums so paid, with interest thereon at the rate of six per centum per annum, and this mortgage shall stand as security therefor; and any such sum or sums so paid shall become a part of the indebtedness hereby secured.

6. The mortgagee may resort for the payment of the indebtedness secured hereby to its several securities therefor in such order and manner as it may think fit, and may at any time release said policy of life insurance as collateral security for the payment of the indebtedness secured hereby without regard to the consideration for such release and/or may accept a new policy of life insurance in place thereof for such amount and in such form as it may require, without being accountable for so doing to any other lienor, and it is expressly understood and agreed that if said policy shall be cancelled or released and a new policy shall be substituted in place thereof, the mortgagors shall keep such new policy in full force and effect until the indebtedness secured hereby is fully paid and satisfied and in default thereof, the entire indebtedness secured hereby shall, at the option of the mortgagee, become due and payable forthwith and without notice.

7. It is expressly understood and agreed that this mortgage shall become due and payable forthwith at the option of the mortgagee if the mortgagors shall convey ^{away} said mortgaged premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever.

8. It is also understood and agreed that in the event of the death of the insured, the entire indebtedness hereby secured shall thereupon become due and payable, and such sum for which the mortgagee may be legally liable on said policy of life insurance or any policy substituted in place thereof, or any policy held as collateral hereto, or any dividends, dividend additions or dividend accumulations in connection with any policy held as collateral hereto, shall be applied on account of the indebtedness hereby secured; and in case a surplus

shall remain after liquidating said indebtedness, it shall be paid over to whoever is lawfully entitled thereto.

9. It is further agreed that all the covenants and agreements of the mortgagors herein contained shall extend to and bind their executors, administrators, heirs and assigns, and shall inure to the benefit of the mortgagee, its successors and assigns.

WITNESS THE HANDS and seals of said Mortgagors:

Attest: Ethel McCarty

Harry B. McFarland (SEAL)

Eva T. McFarland (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 19th day of April, 19--, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Harry B. McFarland and Eva T. McFarland, his wife, the within named mortgagors, and did acknowledge the foregoing to be their act and deed. And at the same time, before me, also personally appeared F. Brooke Whiting agent and attorney for the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and the said F. Brooke Whiting further and in like manner affirms that he is attorney and agent for the within named mortgagee and that he has authority to make this affidavit.

In witness whereof I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(Notarial Seal)

Ethel McCarty, Notary Public.

Mortgage.

Albert W. Capel, et ux.

To

Filed and Recorded April 19th 1950 at 11:00 A. M.

Frostburg National Bank.

THIS PURCHASE MONEY MORTGAGE, made this 18th day of April, in the year Nineteen Hundred and Fifty, by and between Albert W. Capel and Beatrice A. Capel, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Frostburg National Bank, a National banking corporation duly incorporated under the laws of the United States of America, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH: WHEREAS, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of Three Thousand Eight Hundred 00/100 (\$3,800.00) Dollars, payable one year after date of these presents, together with interest thereon, at the rate of six per cent (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

Compared and Mailed Delivered
To Myself
Apr 23 1950

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

FIRST: ALL that lot, piece or parcel of land situate, lying and being in Allegany County, Maryland, and known as Lot No. 14, Block 40 in Potomac Park Addition, a plat of which addition is filed in Flat Case Box 133 in the Office of the Clerk of the Circuit Court of Allegany County, Maryland, and which lot is more particularly described as follows, to-wit:

LOT NO. 14, BLOCK 40: BEGINNING for the same at a point on the northerly side of the River Road at the end of the first line of Lot No. 13 and running thence with said River Road, North 74 degrees 40 minutes East 39.7 feet; thence North 15 degrees 20 minutes West 120 feet to a 20-foot alley; thence with it, South 74 degrees 40 minutes West 45 feet to the end of the second line of Lot No. 13 and thence with it reversed, South 17 degrees 54 minutes East 120.1 feet to the point of beginning.

IT being the same property conveyed by Walter E. Capel, et ux., to Albert W. Capel, et ux, by deed dated as of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

SECOND: ALL that lot, piece or parcel of ground lying and being in the Town of Frostburg and known and distinguished as Lot No. 13 of Block No. 20 of Beall's First Addition to the said Town of Frostburg and more particularly described as follows:

LOT NO. 13, BLOCK 20: BEGINNING for the said lot at a point on Center Street in said Town of Frostburg, North thirty-six degrees East fifty feet from the intersection of Center and American Streets, and running thence with Center Street, North thirty-six degrees East Fifty feet, South fifty-four degrees East one hundred and fifty feet to an alley and with it South thirty-six degrees West fifty feet, thence by a straight line to the place of beginning.

IT being the same property conveyed to the parties of the first part by Frances A. Holly, widow, by deed dated October 6, 1928, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 159, Folio 274.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of --- together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of

the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorneys or agents, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner - the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least --- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the hands and seals of said Mortgagors.

WITNESS as to both:
Ruth M. Todd

Albert W. Capel (SEAL)
Beatrice A. Capel (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 18th day of April, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Albert W. Capel and Beatrice A. Capel, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg, cashier of the Frostburg National Bank, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg further made oath that he is the cashier and agent of the within named mortgagee and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Ruth M. Todd, Notary Public.

For Value Received, the Frostburg National Bank hereby releases the within and foregoing Mortgage. In Witness Whereof, the said Bank has caused its corporate name to be signed by its President, its corporate seal to be affixed, duly attested by its Cashier, this 21st day of July, 1950.

F. Earl Kersting
Cashier
(Corporate Seal)

Frostburg National Bank
By William E. Jenkins
President

7/21/50

Raymond Shaw

Chattel Mortgage

To Filed and Recorded May 4" 1950 at 8:30 A.M.

National Discount Corporation CUMBERLAND BRANCH

THIS CHATTEL MORTGAGE, Made this 20th day of April, 1950 by Raymond E. Shaw Mortgagor and National Discount Corporation, Mortgagee.

Loan Computation: WHEREAS, the said Mortgagor is indebted unto the said Mortgagee in the full sum of Three Hundred Seventy Three and 07/00 Dollars which said sum the said Mortgagor has agreed to repay in eleven consecutive Mo. installments of Thirty One and 08/00 Dollars and One Final installment of Thirty One and 19/00 Dollars all of which is evidenced by a promissory note of the said Mortgagor written on the collateral form of note of the said Mortgagee, and to secure the payment of said sum, it was agreed that this mortgage be executed.

Interest \$ 22.39
Service Charge \$ 14.92
Insurance \$----
Recording Fees \$ 2.05
To Maker \$ 333.71
Total Loan \$ 373.07

NOW, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar (\$1.00) the said Mortgagor does hereby bargain and sell unto the said Mortgagee, their assigns, the following property, together with equipment and accessories:

Year Model	Make	Body Type	Motor No.	Serial No.
1946	De Soto	TDR SDN	S11-11 577	61 59174

IN TESTIMONY WHEREOF, witness the hand and seal of the said Mortgagor.

Witness: J. H. Snyder

Raymond E. Shaw (Seal)

Brant Road
Cresaptown, Md.

STATE OF MARYLAND, CUMBERLAND, to wit: CUMBERLAND BRANCH

I HEREBY CERTIFY, That on this 20 day of April, in the year one thousand nine hundred and Fifty before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Raymond Eugene Shaw the Mortgagor named in the foregoing Mortgage and I acknowledged the foregoing Mortgage to be My act. At the same time also appeared J. H. Snyder Agent of the National Discount Corporation, the within-named Mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as herein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

William H. Buchholtz,
Notary Public.

James Spaur

To

Filed and Recorded April 11" 1950 at 8:30 A.M.
North American Acceptance Corporation of Maryland

Chattel Mortgage

THIS CHATTEL MORTGAGE, Made this 31 day of March 19 50
by Spaur, James

Cumberland of the City of Allegany

State of Maryland, hereinafter called "Mortgagor," to NORTH AMERICAN ACCEPTANCE CORPORATION OF MARYLAND

61 N. Centre Street, Cumberland, Md., hereinafter called "Mortgagee."

Witnesseth: That for and in consideration of the sum of Two Hundred Forty Dollars (\$ 240.00), the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, and which amount Mortgagor hereby covenants to repay unto Mortgagee as hereinafter set forth, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The chattels, including household furniture, now located at No. -- Street
in said City of Cumberland Allegany, in said State of Maryland, that is to say:

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in Cumberland Maryland, that is to say:

MAKE	MODEL	YEAR	ENGINE No.	SERIAL No.	OTHER IDENTIFICATION
Plymouth	4 door	1941	P12-324421	11283720	

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, at its regular place of business the aforesaid sum of Two Hundred Forty Dollars (\$ 240.00) according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 12 successive monthly installments as follows: 12 installments of \$ 20.00 each; installments of \$ each; installments of \$ each; installments of \$ each; payable on the 1 of each month beginning on the 1 day of May, 19 50 with interest after maturity at 6% per annum, then these presents shall be void. Included in the principal amount of this note and herewith agreed to and covenanted to be paid by the undersigned are interest, in advance at the rate of 6% per year on the original amount of the loan, amounting to \$ 14.40 ; and service charges, in advance, in the amount of \$ 9.60 . In event of default in the payment of this contract or any installment thereof, a delinquent charge will be made on the basis of 5c for each default continuing for five or more days in the payment of \$1.00 or a fraction thereof.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successor and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure insurance of the property for the benefit of the mortgagee with an insurance company duly qualified to act in this state and in an amount agreeable to the mortgagee against loss or damage by fire, theft, collision and conversion. Said policies and certificates thereof shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims for all loss received under, or by virtue of any insurance policies or otherwise and receive and collect the same and execute in the name of the mortgagors and deliver all such instruments and do all such acts as attorney in fact irrevocable for the mort-

gators, as may be necessary or proper or convenient to effectuate any such settlement, adjustment or collection without liability for the alleged inadequacy of the settlement and adjustment. Should the mortgagors fail to procure such insurance or keep the same in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid balance shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagor; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS	<u>E. D. Johnson</u>	<u>Violet L. Runion</u>	(SEAL)
WITNESS	<u>B. E. Bittner</u>	<u>Richard E. Runion</u>	(SEAL)
WITNESS			(SEAL)

STATE OF MARYLAND COUNTY OF Allegany City Allegany, TO WIT:

I HEREBY CERTIFY that on this 15 day of April, 1950, before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County Worcesaid, personally appeared

Runion, Violet L. & Richard E. (her husband) the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared B. E. Bittner

Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and notarial Seal.

(Notarial Seal)

Ember D. Johnson

Notary Public.

William R. Welsh, et ux.

Mortgage.

To
Filed and Recorded April 19th 1950 at 10:40 A. M.
First Federal Savings & Loan Assoc. of Cumberland.

THIS PURCHASE MONEY MORTGAGE, made this 18th day of April, in the year nineteen hundred and fifty, by and between William R. Welsh and Catherine G. Welsh, his wife, of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

WHEREAS the said mortgagee has this day loaned to the said mortgagors, the sum of Fourteen Thousand Dollars and 00/100 cents (\$14,000.00) which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of One Hundred Forty Dollars (\$140.00) on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

PARCEL No. 1 - All those lots or parcels of ground known as Lots Nos. 1, 2, and 3 and a large unnumbered lot lying to the Northeast thereof, said three numbered lots and one unnumbered lot being bounded by Ren Roy Drive, First Street, Ivy Street and Second Street as shown on the plat of Ren Roy Gardens Addition, recorded among the Land Records of Allegany County, Maryland, in plat box No. 156, and which are more particularly described in one parcel as follows:

BEGINNING for the same at an iron stake standing on the Easterly side of Second Street at the dividing line between Lots Nos. 2 and 3 in said Addition said stake being also North 12 degrees 58 minutes East 75.05 feet from the intersection of the prolongation of the northeasterly side of Ivy Street with the prolongation of the easterly side of Second Street and running thence with the easterly side of Second Street, North 12 degrees 58 minutes East 182.8 feet to an iron stake; thence still with Second Street by the arc of a circular curve of 105 feet radius to the right, a distance of 55 feet to an iron stake; thence still with Second Street, North 42 degrees 58 minutes East 97.0 feet to an iron stake; thence by the arc of a circular curve of 20 feet radius to the right, a distance of 31.42 feet to an iron stake on the southwesterly side of Ren Roy Drive; thence with the southwesterly side of Ren Roy drive, South 47 degrees 02 minutes East 192.55 feet to an iron stake; thence by the arc of a circular curve of 20 feet radius to the right, a distance of 29.72 feet to an iron stake standing on the northwesterly side of First Street; thence with the northwesterly side of

Compared and Validated
 To: H. Legg, City Clerk
 April 23, 1950

First Street, South 38 degrees 05 minutes West 352.82 feet to an iron stake; thence by the arc of a circular curve of 20 feet radius to the right, a distance of 31.47 feet to an iron stake standing on the easterly side of Ivy Street; thence with the northeasterly side of Ivy Street, North 47 degrees 02 minutes West 79.87 feet to an iron stake; thence by the arc of a circular curve of 40 feet radius to the right, a distance of 41.89 feet to an iron stake standing on the easterly side of Second Street; thence with the Easterly side of Second Street, North 12 degrees 58 minutes East 52 feet to the place of beginning. All bearings are true bearings and measurements are horizontal.

BEING the same property which was conveyed unto the parties of the first part by deed of Roy C. Lottig, et al., of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

PARCEL NO. 2 - All that lot, piece or parcel of land or ground situate, lying or being in Election District No. 21 on Hazen Road, Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING at a steel stake at the end, formerly, of the thirteenth line of the John Smouse tract, being also the end of the fourth line of the William H. Twigg tract and running thence by the closing line of the tract of which this is a part North 63½ degrees East 107 feet to a steel stake on the South margin of the Bottle Run Road, this point being 28.5 feet short of the end of said line marked by a Maple tree on the North bank of said road; thence by said road South 56½ degrees East 110 feet to a steel stake on the south side of said road; thence South 31 degrees West 80.7 feet to a steel stake on the Southeast bank of Bottle Run; thence north 61 degrees West 166 feet to the beginning.

BEING the same property which was conveyed unto William R. Welsh and Catherine M. Garbick, (now intermarried with William R. Welsh) by deed of James R. Twigg, et ux, dated June 8, 1943, which is recorded in Liber 196, Folio 556, one of the Land Records of Allegany County, Maryland.

PARCEL NO. 3 - All that right of way and easement over and upon the property of James R. Twigg and Daisy Belle Twigg, his wife, for the purpose of erecting and maintaining a water pipe line from Bottle Run to the property of the parties of the first part, which is more fully described in a deed from James R. Twigg, et ux. to William R. Welsh and Catherine M. Garbick (now intermarried with William R. Welsh) dated March 29, 1946, which is recorded in Liber 207, Folio 719, one of the Land Records of Allegany County, Maryland.

PARCEL NO. 4 - All that tract, piece and parcel of land lying and being on Hazen Road in Election District No. 21, Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING at the end of the 13th line of John L. Smouse farm and running North 63 degrees West 4 perches; South 41 degrees West 15 perches; South 63 degrees East 16 perches; North 41 degrees East 15 perches; then North 63 degrees West to beginning, containing One Acre and 80 perches more or less.

BEING the same property which was conveyed unto William R. Welsh by deed of Daisy M. Welch Moore, et al., dated April 5, 1938, which is recorded in Liber 202, Folio 492, one of the Land Records of Allegany County, Maryland, and by confirmatory deed from Roy Carleton Stallings, Sr., et al, dated April 5, 1950, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents, and

by confirmatory deed of Carleton Stallings, Jr., dated April 13, 1950, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the beneficiary and which is held by the mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire-risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described land and premises unto the said mortgage, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to

the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives heirs or assigns.

AND the said mortgagors further covenant to insure forthwith, and pending the existence of the mortgage to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least fourteen thousand dollars (\$14,000.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

AND the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with mortgagee as follows: (1) to deliver to the Mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become

due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

WITNESS, the hands and seals of the said mortgagors.

Attest: Gerald L. Harrison

Wm. R. Welsh (SEAL)

Catherine G. Welsh (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 18th day of April, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William R. Welsh and Catherine G. Welsh, his wife, the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gerald L. Harrison, Notary Public.

Mary O. Keys, et vir.

Mortgage.

To

Filed and Recorded April 19" 1950 at 3:50 P. M.

First National Bank of Cumberland.

(Stamps \$2.75)

THIS MORTGAGE, Made this 18" day of April, 1950, by and between Mary O. Keys and Charles H. Keys, her husband, of Allegany County, Maryland, parties of the first part, and The First National Bank of Cumberland, a banking corporation, duly incorporated under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Two Thousand Five Hundred (\$2,500.00) dollars, payable one year after date with interest from date at the rate of six (6%) per cent per annum, payable quarterly.

NOW THEREFORE, this Mortgage Witnesseth:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant,

Consent and Mailed Return 2-1-50
To: City
April 23 1950

bargain and sell, convey, release and assign unto the said party of the second part, its successors and assigns, all those lots, pieces or parcels of land situate in the City of Cumberland, Allegany County, Maryland, being parts of Lots Number 1, 2 and 3 on the plat of Laing's Addition to Cumberland, and particularly described as follows, to wit:

BEGINNING for the same at the end of 66-2/3 feet on the second line of said Lot Number 3, and running thence with said line, North 34 degrees East 33-1/3 feet to the end of said line, then with the third line of said Lots Number 3, 2 and 1 of said plat, and parallel with Laing Avenue, North 56 degrees West 138 feet, then parallel with first line of Lot Number 1 and distance 12 feet from it, South 27 degrees West 33-1/3 feet, then parallel with Laing Avenue, South 56 degrees East 134 feet to the place of beginning.

It being the same property conveyed to the said Mary O. Keys and Charles H. Keys, her husband, by John D. Hensell and Bette M. Hensell, his wife, by deed dated the 30th day of November, 1949, and recorded among the Land Records of Allegany County, Maryland, in Deed Book No. 227, Folio 213.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Two Thousand Five Hundred (\$2,500.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms

of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Two Thousand Five Hundred (\$2,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS AS TO BOTH:

Mary O. Keys (SEAL)

H. C. Landis.

Charles H. Keys (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 18th day of April, 1950, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Mary O. Keys and Charles H. Keys, her husband, and they acknowledged the foregoing mortgage to be their act and deed; and, at the same time, before me also appeared H. A. Fitzer, president of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)
My Commission Expires May 7, 1951.

A. A. Helmick, Notary Public.

Mortgage.

William L. Wellings, et ux.

To

Filed and Recorded April 20th 1950 at 8:30 A. M.

National Bank of Keyser, W. Va.

Purchase Money Mortgage.

THIS MORTGAGE, made this 17th day of April, 1950, by and between William L. Wellings and E. Pauline Wellings, his wife, hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns, where the con-

Copy of this mortgage delivered to the
 To: Mr. Keyser, W. Va.
 Apr. 23, 1950

text so admits or requires, of Allegany County, Maryland, parties of the first part, and The National Bank of Keyser, West Virginia, a corporation, hereinafter called mortgagee, which expression shall include its personal representatives, successors and assigns, where the context so requires or admit, of Mineral County, West Virginia, party of thesecond part, WITNESSETH:

WHEREAS, said mortgagors now stand indebted unto the said mortgagee in the full and just sum of Two Thousand Eight Hundred (\$2800.00) Dollars, as evidenced by their promissory note of even date herewith, payable on demand, with interest at the rate of six (6) per cent per annum, or any renewal of said note in whole or in part, and on the face of which note is the following: "A minimum of \$50.00 to be paid on this note each month, but notwithstanding the balance due on the note with interest may be called at any time."

AND WHEREAS this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland, passed at the January session in the year 1945, or any supplement thereto.

NOW THEREFORE, this deed of mortgage witnesseth; that, in consideration of the premises and the sum of One Dollar, in hand paid, the said mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said mortgagee the following parcel of land lying in Election District No. 16, Allegany County, Maryland, and described by metes and bounds as follows, to-wit:

BEGINNING at a concrete marker, located South 83 degrees 00 minutes East 23.8 feet from a large forked wild cherry tree, third corner to a tract sold to James Zoller and being on the South side of a private road, and running thence South 40 deg. 56 minutes East 23.8 feet to another of said markers located 24.7 feet from a post, corner to a lot sold to Marie Fine, now the property of Chester Davis and 35 feet from a Potomac Edison poles bearing No. C3881; thence running parallel to and 24 feet distant from a line of said Davis so as to leave a 24-foot right of way, South 75 deg. 39 minutes East (all bearings M. B. 1944) 100 feet to another concrete marker; thence South 9 deg. 49 minutes West 224 feet to another of said markers; thence North 80 deg. 11 minutes West 82.5 feet to another of said markers; in a line of a tract sold to A. J. Grabenstein; thence reversing a portion of said line North 5 deg. 44 minutes east (old course South 4 deg. 15 minutes West) 75 feet to another concrete marker in a large iron pipe, his corner and corner to the aforesaid mentioned Zoller tract; thence reversing said Zoller's line correct to date (1944) North 00 deg. 00 minutes East 175 feet to the place of the BEGINNING, containing 0.63 of an acre by calculation.

Being the same land conveyed to William L. Wellings and E. Pauline Wellings, his wife, by Myrl L. Harper and Dolly M. Harper, his wife, by deed dated March 4, 1948, which said deed is recorded among the Land Records of Allegany County, Maryland, in Liber J. E. B. No. 224, Folio 326.

PROVIDED that if the said mortgagors shall pay to the said mortgagee the aforesaid sum of Two Thousand Eight Hundred (\$2800.00) Dollars, with interest, in manner and form as hereinbefore provided, and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon, the said mortgagors hereby covenant to

pay when legally demandable.

BUT IN CASE OF DEFAULT be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said mortgagee or Emory Tyler, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, if not then sold, said property may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied; First, to the payment of all expenses incident to such sale, including taxes, and a commission of eight (8) per cent, to the party making said sale; second, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and Third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the mortgagors to the person advertising.

AND the said mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, the improvements on the hereby mortgaged land to an amount of at least Two Thousand Eight Hundred (\$2800.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee; and to pay the premiums for said insurance when due.

WITNESS the hands and seals of said mortgagors.

Attest: P. J. Davis
(Corporate Seal)

William L. Wellings (SEAL)

E. Pauline Wellings (SEAL)

THE NATIONAL BANK OF KEYSER, W. VA., a corp.

By Jos. E. Patchett,
its President.

STATE OF WEST VIRGINIA, COUNTY OF MINERAL, TO WIT:

I HEREBY CERTIFY that on this 17th day of April, 1950, before me, the subscriber, a Notary Public of the State of West Virginia, in and for said County of Mineral, personally appeared William L. Wellings and E. Pauline Wellings, his wife, the within named mortgagors, and acknowledged the aforesaid mortgage to be their respective act and deed. And at the same time, before me, also personally appeared Jos. E. Patchett, president of the National Bank of Keyser, a corporation, and made oath in due form of law that the consideration in said mortgage is true and bond fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)
My Commission Expires Apr. 5, 1954.

F. J. Davis, Notary Public.

James W. Harden, et ux.

Chattel Mortgage.

To

Filed and Recorded April 20" 1950 at 8:30 A. M.

Frostburg National Bank

THIS PURCHASE MONEY CHATTEL MORTGAGE, Made this 19th day of April, 1950, by and between James W. Harden and Alice M. Harden, his wife, of Allegany County, Maryland, parties of the first part, hereinafter called the Mortgagor, and Frostburg National Bank, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the full sum of Three Hundred Twenty-Eight and 50/100 dollars (\$328.50), which is payable in one year from date hereof with interest at the rate of six per cent (6%) per annum as is evidenced by the promissory note of the Mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00), the Mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property, located at 219 Maple Street, Frostburg, Allegany County, Maryland:

1940 Plymouth DeLuxe 4-Door Sedan, Engine No. FIC-124701, Serial No. 10951453.

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness, as herein set forth, or if the Mortgagor shall attempt to sell, dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the mortgagee, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to-wit: by giving at least ten days' notice of the time, place, manner and terms of sale in

some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of Three Hundred Twenty-Five & 00/100 Dollars (\$325.00), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the Mortgagee.

WITNESS the hands and seals of the parties of the first part.

Attest as to all:

James W. Harden (SEAL)

Ruth M. Todd

Mrs. Alice M. Harden (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 19th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James W. Harden and Alice M. Harden, his wife, the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be their act and deed, and at the same time before me also appeared F. Earl Kreitzburg, cashier and agent of the Frostburg National Bank, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg in like manner made oath that he is the cashier and agent of said mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ruth M. Todd, Notary Public.

Chattel Mortgage.

Francis J. Allen, et ux.

To

Filed and Recorded April 20" 1950 at 8:30 A. M.

Industrial Loan Society, Inc.

THIS CHATTEL MORTGAGE, Made this 4th day of April, 1950, by Allen, Francis J. & Mary F. (his wife) of the city/county of Eckhart Mines, Allegany, State of Maryland, herein after called "Mortgagor", to Industrial Loan Society, Inc., a body corporate, Room 33, Liberty Trust Building, Baltimore and Centre Sts., Cumberland, Md., hereinafter called "Mortgagee".

Compared and Mailed Delivered
To: *[Signature]*
April 23 1950

other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS: E. F. Hoban

Lillian J. Northcraft (SEAL)

WITNESS: M. W. Thomas

Cecil J. Northcraft (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 20 day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Northcraft, Lillian J. & Cecil J. (her husband) the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared E. F. Hoban, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ember D. Johnson, Notary Public.

William G. Beier, et ux.

Mortgage.

To

Filed and Recorded April 21" 1950 at 10:30 A. M.

Commercial Savings Bank of Cumberland, Md.

(Stamps \$1.65).

THIS MORTGAGE, made this 20th day of April, in the year nineteen hundred and fifty, by and between William G. Beier and Margaret V. Beier, his wife, of Allegany County, State of Maryland, of the first part, and The Commercial Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the laws of Maryland, of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are justly and bona fide indebted unto the said The Commercial Savings Bank of Cumberland, Maryland, in the full and just sum of Sixteen Hundred (\$1,600.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before one year after date with interest at the rate of 5% per annum, payable monthly, with the privilege of paying on the principal at any interest paying period.

NOW THEREFORE, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, payable as aforesaid, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit:

First: All that lot of ground lying and being on the West side of Wills Creek on the North side of Green Street in the City of Cumberland, Allegany County, Maryland, and being part of Lot No. 32, on the plat of the Town of Cumberland, which is described and conveyed in the deed from The Commercial Savings Bank of Cumberland, Maryland, to William G. Beier, et ux

dated December 2, 1935, and recorded in Liber No. 173, Folio 707, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a more particular description.

Second: All that lot, piece or parcel of ground situate, lying and being along the Southerly side of Avirett Avenue (formerly called Flat or Water Streets), in the City of Cumberland, Allegany County, State of Maryland, which is described and conveyed in the deed from Thomas O. Curtis, et ux to Thomas Borden LaRue et ux dated March 8, 1945, and recorded in Liber No. 203, Folio 202, of the Land Records of Allegany County, Maryland; and being also the same property conveyed by the said Thomas Borden LaRue et ux to William G. Beier, et ux by deed dated June 28th, 1948, and recorded in Liber No. 221, Folio 244, one of the said Land Records. Reference to said deed is hereby made for a more full and particular description.

TO HAVE AND TO HOLD the above described property unto the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Sixteen Hundred (\$1,600.00) dollars and the interest thereon according to the true intent and meaning of the promissory note aforesaid as the same shall fall due and become payable. -- and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured; all which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Commercial Savings Bank of Cumberland, Maryland, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply -- first:-- To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commission shall be allowed and paid as costs by the mortgagors, their representatives, heirs or assigns; secondly, to the payment of all

moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Sixteen Hundred (\$1,600.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hands and seals of said mortgagors.

Attest: William C. Dudley

William C. Beier (SEAL)

Margaret V. Beier (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 20th day of April, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William C. Beier and Margaret V. Beier, his wife, and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof, I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

William C. Dudley, Notary Public.

Albert Jenkins, et ux.

Chattel Mortgage.

To

Filed and Recorded April 21st 1950 at 1:30 P. M.

Equitable Savings & Loan Society of Frostburg, Md.

(Stamps 55¢).

THIS CHATTEL MORTGAGE, made this 31st day of March, 1950, by and between Albert Jenkins and Alice Jenkins, his wife, of Allegany County, Maryland, parties of the first part, and Equitable Savings and Loan Society of Frostburg, Maryland, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part.

WHEREAS, the said parties of the first part are indebted unto the party of the

second part in the full and just sum of Six Hundred and Ten Dollars (\$610.00), payable one year after date, with interest at six per cent (6%) per annum.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid, and in order to secure the prompt payment of said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do bargain, sell, give, grant, convey, release and confirm unto the said party of the second part, its successors and assigns, the following personal property:

One 1946 - GMC 1¹/₂ ton Truck - Motor No. 23625192 - Serial No. CC30343618P
titled in Maryland under the name of Albert Jenkins, 78 Armstrong St., Frostburg, Md.
Title No. D895014.

Together with all equipment and accessories thereon or that may be placed thereon.

PROVIDED, that if the said parties of the first part, their representatives, heirs or assigns, shall well and truly pay the indebtedness secured hereby and in the meantime shall well and truly perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed, that until default be made in the premises, said parties of the first part shall retain possession of the hereinbefore mentioned property, but that said party of the second part shall at all times have the right to inspect and examine same.

Said parties of the first part shall pay all taxes, assessments and public liens on said property and equipment and shall keep and maintain same in good condition of repair.

In case of default being made in payment of the mortgage debt, aforesaid, or the interest thereon, in all or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be secured hereby shall at once become due and payable, and said party of the second part may take possession of said property without legal process of any kind; and the said party of the second part, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent or attorney, are hereby authorized and empowered at any time thereafter to sell the said property hereby mortgaged, and to transfer and convey the same to the purchaser thereof, his, her or their representatives or assigns; which sale shall be made after giving notice in some newspaper published in Allegany County, Maryland, by at least two published advertisements, the last of which shall be at least five days prior to the day of sale, of the time, place, manner and terms of sale, which terms may be either for cash, or shall seem best to the party selling; and in case an adequate price shall not be secured at said public sale, then the said party of the second part, its successors and assigns, or its, his, her or their duly constituted attorney, may sell at private sale at any price which may be obtained, exceeding the offer made at said public sale; the proceeds arising from said sale shall be applied, (First) to the payment of all expenses incident to such sale, including taxes and liens; (Second, a commission of eight per cent (8%) to the party selling or making said sale (Third) to the payment of all monies owing under this mortgage, whether the same shall have matured or not; (Fourth) the balance remaining shall be paid over to the parties of the first part, their heirs, representatives or assigns; and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the said parties of the first part, their representatives or assigns.

AND the said parties of the first part hereby covenant and agree that they will not

remove the property from Allegany County, Maryland (without the consent of the second party) or sell, assign, or in any way dispose of same during the existence of this mortgage (without the written consent of the second party); said parties of the first part agree to keep the same in good repair, and to keep it insured against fire and theft in some reliable insurance company acceptable to the party of the second part, or its successors or assigns, to an amount of at least the amount due on the mortgage (or the highest amount the insurance company will place on same), and to cause the policy or policies issued therefor to be payable to said party of the second part, its successors or assigns, and to place said policy or policies in the possession of said party of the second part, or in case of failure to do so, said party of the second part or its successors or assigns, may effect said insurance and collect the premium thereof, with interest, as part of the mortgage debt.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

WITNESS: Fred W. Boettner

Albert Jenkins (SEAL)

Fred W. Boettner

Alice Jenkins (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 31st day of March, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Albert Jenkins and Alice Jenkins, his wife, and each acknowledged the foregoing chattel mortgage to be their respective act and deed; and at the same time before me personally appeared Fred W. Boettner, secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as therein set forth, and further made oath in due form of law that he is the Secretary and agent of the Mortgagee and duly authorized by it to make such affidavit.

WITNESS my hand and notarial seal.

(Notarial Seal)

Fred W. Boettner, Notary Public.

Frank A. Stakem, et ux.

Mortgage.

To

Filed and Recorded April 21" 1950 at 2:45 P. M.

Liberty Trust Company, Cumberland, Md.

Maryland Mortgage.

THIS MORTGAGE, made this -- day of April 20th, A. D. 1950, by and between Frank A. Stakem and Theresa D. Stakem, his wife, of Allegany County, in the State of Maryland, hereinafter called the Mortgagor, and a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee, known as The Liberty Trust Company, Cumberland, Maryland.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, in the principal sum of Six Thousand Nine Hundred Fifty Dollars (\$6,950.00) with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until

paid, principal and interest being payable at the office of The Liberty Trust Company, in Cumberland, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Forty-Two and 12/100 Dollars (\$42.12), commencing on the first day of June, 1950, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 1970. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

AND WHEREAS, this mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the mortgagee, its successors and assigns, all the following described property in Allegany County, in the State of Maryland, to-wit:

All those lots or parcels of ground situated on the southerly side of Frederick Street, in the City of Cumberland, Allegany County, Maryland, known as Lots Nos. 101, 102, 103 and 104 in Welch Home Addition, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same at the intersection of the easterly side of Schlund Avenue with the southerly side of Frederick Street, said point of beginning being also distant 40 feet on a line drawn North 37 degrees 20 minutes East from the end of the first line of Lot No. 100 of said Addition, and running thence with the southerly side of Frederick Street, North 37 degrees 20 minutes East 100 feet, thence parallel with Schlund Avenue, South 52 degrees 40 minutes East 150 feet to the northerly side of a twelve foot alley, thence with said side of said alley, South 37 degrees 20 minutes West 100 feet to the easterly side of Schlund Avenue, thence with said side of said Avenue, North 52 degrees 40 minutes West 150 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Ethel Louise Leonard, widow, by deed dated April -- 1950, and duly recorded among the Land Records of Allegany County.

This mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

Together with all buildings and improvements now and hereafter on said land, and the rents, issues and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month to be applied to the following items in the order stated:

(I) ground rent, if any, taxes, special assessments, fire and other hazard-insurance premiums;

(II) interest on the mortgage debt secured hereby; and

(III) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of the installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become

due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining in the funds accumulated under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same and any sum or sums so paid by the mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee, the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain fire and such other hazard insurance as the Mortgagee may require on the improvements now or hereafter on said premises, but shall not be required to maintain amounts in excess of the aggregate unpaid indebtedness secured hereby, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to Mortgagee,

who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of sixty (60) days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or --- its attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Allegany County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first to the payment of all expenses incident to such sale, including a counsel fee of fifty Dollars (\$50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

And the said mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Allegany County, in Equity, which said expenses, costs and

commission the said mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

WITNESS: Hugh D. Shires
Hugh D. Shires

Frank A. Stakem (SEAL)
Theresa D. Stakem (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 20th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frank A. Stakem and Theresa D. Stakem, his wife, the above named Mortgagors and each acknowledged the foregoing Mortgage to be their act.

At the same time also personally appeared Charles A. Piper, the president of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the mortgagee and is duly authorized to make this affidavit.

In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.
(Notarial Seal)

Geo. A. Siebert, Notary Public.

Mortgage.

Joseph T. Downey, et ux.

To
Liberty Trust Company of Cumberland, Md.

Filed and Recorded April 21st 1950 at 2.40 P. M.
(Stamps \$5.50)

THIS MORTGAGE, made this 21st. day of April, in the year nineteen hundred and fifty, by and between Joseph T. Downey and Mildred R. Downey, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the

Compared and sealed by Notary Public
May 2 - 1950

plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

Whereas, the said Joseph T. Downey and Mildred R. Downey, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Five Thousand (\$5,000.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of four and one-half per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro rata quarterly interest hereunder to be payable on June 30, 1950.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Joseph T. Downey and Mildred R. Downey, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situated in the Town of Frostburg, and known and distinguished as part of Lots Nos. 14 and 15 of the Consolidation Coal Company's Eckhart Flat Addition to said Town of Frostburg, a plat of which Addition is of record among the Land Records of Allegany County, Maryland, in Liber No. 101, Folio 613, said lot being more particularly described as follows:

Beginning for the same on the westerly side of Barnard Place at the end of 82-1/2 feet from the beginning of the first line of all that lot or parcel of ground which was conveyed to Patrick J. Kinney and Annie S. Kinney, his wife, by George P. Adams and wife, by deed dated April 11, 1924, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 147, Folio 236, and running thence with the balance of the first line of said deed, South 26 degrees 42 minutes West 82-1/2 feet to the end thereof, and to the northerly side of a twenty-foot alley, thence with the northerly side of said alley and with the second line of the aforesaid Adams deed, North 65 degrees 19 minutes West 100 feet, thence with part of the third line of the said Adams deed, North 26 degrees 42 minutes East 82-1/2 feet, thence cutting across the said Lots Nos. 14 and 15 and across the original parcel conveyed by the Adams deed, South 65 degrees 19 minutes East 100 feet to the westerly side of Barnard Place and the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Annie S. Kinney, widow, by deed dated April 25, 1941, and recorded in Liber 190, Folio 232, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or

assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Five Thousand (\$5,000.00) dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

It is agreed, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Five Thousand Dollars (\$5,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: Thomas L. Aech

Joseph T. Downey (SEAL)

Mildred R. Downey (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 21st day of April, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Joseph T. Downey and Mildred R. Downey, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

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Ada M. Kaufman Flettermann, et vir.

Mortgage.

To Filed and Recorded April 22" 1950 at 11:45 A.M.
Western Maryland Bldg. & Loan Assoc., Inc.

THIS MORTGAGE, made this 20th day of April, in the year nineteen hundred and fifty, by and between Ada M. Kaufman Flettermann and Gerald G. Flettermann, her husband, of Allegany County and the State of Maryland, parties of the first part and the Western Maryland Building and Loan Association Incorporated, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, Witnesseth:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of Four Hundred and 00/100 (\$400.00) Dollars, on Four (4) shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the time and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland, (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, this mortgage witnesseth: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant,

bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland, and more particularly described as follows:

ALL that lot or parcel of ground situated on the Northerly side of Independence Street, in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to wit:

BEGINNING at a point on the Northerly side of Independence Street at the southwest corner of the lot conveyed by George H. Brockley and wife to George O. Gorsuch by deed dated October 3, 1908, and recorded in Liber No. 103, Folio 633, of the Land Records of Allegany County, said beginning point being also South 67 degrees 20 minutes East 53.8 feet from the northwest corner of the brick foundation of the house standing at the southeast corner of Independence Street and Shermesser's Alley, and running thence with the northerly side of Independence street, North 36 degrees 20 minutes West 43-1/3 feet to Katherine Kolb's lot; thence with an old division fence, North 54 degrees 50 minutes East 95 feet, then South 37 degrees East 36-1/2 feet to the northwest corner of said Gorsuch lot, and with said lot, South 50-1/2 degrees West 95.6 feet to the beginning.

IT being the same property which was conveyed by George L. Carney, et ux, to Ada M. Kaufman by deed dated December 9, 1946, and recorded in Deeds Liber 212, Folio 549, among the Land Records of Allegany County, Maryland. The said Ada M. Kaufman inter married with Gerald G. Flettermann.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED, HOWEVER, that if the said parties of the first part make, or cause to be made the payments and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of Four Hundred and 00/100 (\$400.00) dollars with six (6) per cent interest thereon, payable in 60 monthly payments of not less than \$7.74 each, on or before the 20th day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 20th day of May, 1950, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 20th day of April, 1955.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgage may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith, and pening the existence of this mortgage, to keep insured by some insurance company or

Compared and Mailed before
To Notary Public
May 7 1950

companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least four hundred and 00/100 dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED, that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or William R. Carscaden, its, or their duly constituted attorney, to sell the property hereby mortgaged for cash, and to grant and convey the same to the purchaser or purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes and commission of eight (8%) to the party selling or making said sale; in case the said property is advertised under the power herein contained and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test: Ruth E. O'Donnell

Ada M. Kaufman Flettermann (SEAL)

Gerald G. Flettermann.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY THAT, on this 20th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Ada M. Kaufman Flettermann and Gerald G. Flettermann, her husband, and each acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May, an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth: and the said Clement C. May did further, in like manner, make oath that he is the secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this 20th day of April, 1950. (Notarial Seal) RUTH E. O'DONNELL, Notary Public.

Catherine Simpson, et vir.

Chattel Mortgage.

To

Filed and Recorded April 25" 1950 at 8:30 A. M.

Family Finance Corporation.

Account No. 16,453 - Actual amount of this loan \$300.00.

Cumberland, Maryland, July 12, 1949.

Know all men by these presents, that the undersigned Mortgagors do by these presents bargain, sell and convey to Family Finance Corporation, second floor Vogel Building, 121 Baltimore Street, Cumberland, Maryland, for and in consideration of a loan receipt of which is hereby acknowledged by mortgagors in the sum of Three Hundred no/100 dollars (\$300.00) as evidenced by a certain promissory note of even date payable in 19 successive monthly instalments of \$20.16 each; which includes interest at the rate or three per centum (3%) per month on the unpaid principal balance, the first of which instalments shall be payable thirty (30) days from the date hereof, together with a final instalment covering any unpaid principal balance, including interest, which instalment is due and owing twenty months from the date hereof; the personal property described as follows:

A certain motor vehicle, complete with all attachments and equipment, now located at -- in the city of -- County of --- State of Maryland, to-wit: ----

All the furniture, household appliances and equipment, and all other goods and chattels now located in or about Mortgagors' residence at -- in the City of Mt. Savage, County of Allegany, Maryland:

1 kitchen stove, 1 kitchen cabinet, 1 table, 4 chairs, 1 rug, 1 kerosene stove, 2 5-piece bedroom suite, 1 3-piece living room suite, 2 rugs, 1 Philco radio, 1 washing machine, Blackstone, 1 furnace, 1 floor lamp.

including all cooking and washing utensils, pictures, fittings, linens, crockery, musical instruments and household goods of every kind and description now located in or about Mortgagor's residence indicated above.

TO HAVE AND TO HOLD, all and singular, the said personal property unto said Mortgagee its successors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property, and that there is no lien, claim, encumbrance or conditional purchase title against said personal property or any part thereof, except - None.

PROVIDED, NEVERTHELESS, that if the Mortgagors shall well and truly pay unto the said mortgagee the said sum as above indicated, the actual amount of money lent and paid to the undersigned borrower, according to the terms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything herein shall cease and be void; otherwise to remain in full force and effect.

Mortgagors covenant that they will not remove said motor vehicle from the state of Maryland, or said other mortgaged personal property from the above described premises

without consent in writing of Mortgagee, its successors and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

It is further agreed and understood that if the Mortgagee so requires, the security shall be kept insured at the expense of the mortgagors during the term of this mortgage.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagor; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successors and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagors at their last known address, notifying them that mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice, provided that if there be no law requiring the licensing of auctioneers in the place thus designated Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the city or county in which mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure such insurance of the property as may be legally required by the mortgagee in a reasonable amount and with an insurance company duly qualified to act in this state; such insurance to name the mortgagee as co-insured or shall have attached to the policy or policies a mortgagee loss payable clause, and keep such insurance in effect for the duration of this mortgage. Said policies and the certificates thereof shall be delivered to the mortgagee. Should the mortgagors fail to obtain insurance as required above, or fail to keep such insurance in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns, the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

The remedy herein provided shall be in addition to, and not in limitation of,

any other right or remedy which mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS: E. D. Johnson

Catherine Simpson (SEAL)

WITNESS: D. A. Weisenmiller

Alfred T. Simpson (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, that on this 12th day of July, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Catherine Simpson and Alfred T. Simpson, (her husband) the mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared D. A. Weisenmiller, agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage, is true and bona fide, as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ember D. Johnson, Notary Public.

Farmers & Merchants Bank of Keyser, W. Va.

Partial Release of Mortgage

To

Filed and Recorded April 24" 1950 at 1:55 P. M.

William R. Darr, et ux.

THIS DEED OF PARTIAL RELEASE OF MORTGAGE, Made this 12th day of August, 1949, by Farmers and Merchants Bank of Keyser, West Virginia, a Corporation, Witnesseth:

WHEREAS, by mortgage dated March 30, 1949, and recorded in Mortgage Liber 222, Folio 627, one of the Mortgage Records of Allegany County, under the hands and seals of William R. Darr and Mary C. Darr, his wife, the ground and premises herein described, together with certain other property, became limited and assured unto the said Farmers and Merchants Bank of Keyser, West Virginia, by way of Mortgage and for the purpose of securing a certain loan of money as therein specified, together with the interest thereon at the rate expressed in said mortgage, all as will more fully appear by reference thereto.

AND WHEREAS, the said Mortgagors have made substantial reduction in the principal of said mortgage and the said Mortgagors now desire to have a certain part of the land included in said mortgage released from the lien thereof, which said parts or parcels are herein after described and the said Farmers and Merchants Bank of Keyser, West Virginia, has agreed in consideration of the payments to it in hand paid, to release the hereinafter described lots or parcels of land.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged the said Farmers and Merchants Bank of Keyser, West Virginia, does hereby grant and release unto the said William R. Darr and

Computed and Mailed
To Mortgagee, Keyser, W. Va.
May 3 1950
Ember D. Johnson, Notary Public

and Mary C. Darr, his wife, all that lot or parcel of ground lying and being in Allegany County, Maryland, located on what is called "McMullen Boulevard", the same being U. S. Route No. 220, and described as follows, to wit:

BEGINNING at a steel pipe stake on the Northwesterly side of McMullen Highway, 26 feet from center thereof, said point being the Southwest corner of the parcel of land conveyed to William R. Darr and Mary C. Darr, his wife, by Herbert A. Kile and Lillian M. Kile, his wife, by deed dated April 16, 1939, and recorded in Liber No. 184, Folio 109, of the Land Records of Allegany County, Maryland, and running thence by the boundary line fence of said land North 38 deg. E. 432 feet to a steel pipe stake; thence by a new division line S. 31½ deg. E. 150 feet to a steel stake on the northwesterly margin of the McMullen Highway 26 feet from center thereof; thence by said highway S. 58½ deg. W. 402 feet to the beginning; containing seven-tenths of an acre, and being part of the property which was conveyed to the said William R. Darr and Mary C. Darr, his wife, by deed dated April 16, 1939, and hereinbefore referred to, and being the same property conveyed to Manson M. Durr by William R. Darr and Mary C. Darr, his wife, by deed dated August 12, 1949, and to be recorded.

It being distinctly understood and agreed, however, that this Deed of Partial Release of Mortgage shall not affect, in any way, the lien of said mortgage upon the remaining lots or parcels of ground as included in said mortgage.

WITNESS the signature of Geo. R. Davis, president of Farmers and Merchants Bank of Keyser, West Virginia, and its Corporate Seal hereto affixed, all duly attested by C. B. Hott, assistant cashier, on the 24th day of April, 1950.

(Corporate Seal)

Attest: C. B. Hott,
Assistant cashier.

FARMERS AND MERCHANTS BANK OF
KEYSER, West Va.

By Geo. R. Davis,
President.

STATE OF WEST VIRGINIA, COUNTY OF MINERAL, TO WIT:

I HEREBY CERTIFY that on this 24th day of April, 1950, before me, the subscriber, a Notary Public of the State of West Virginia, in and for the County aforesaid, personally appeared Geo. R. Davis, president of the Farmers and Merchants Bank of Keyser West Virginia, and made oath in due form of law that the foregoing Partial Release of Mortgage is the act and deed of said corporation.

WITNESS my hand and Notarial seal the day and year above written.

(Notarial Seal)

My Commission Expires August 12, 1950.

Effye B. Welch, Notary Public.

Corbette S. Browning, et ux..

To

First National Bank of Cumberland.

Filed and Recorded April 24" 1950 at 2:00 P. M.

(Stamps \$3.30)

THIS MORTGAGE, made this 24th day of April, 1950, by and between Corbette S. Browning and Mabel B. Browning, his wife, of Allegany County, Maryland, parties of the first part, and The First National Bank of Cumberland, a banking corporation, duly incorporated under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Three Thousand (\$3,000.00) Dollars, payable one year after date with interest from date at the rate of six (6%) per cent per annum, payable quarterly.

NOW THEREFORE this mortgage witnesseth:

That for and in consideration of the premises and of the sum of One (\$1.00) dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and assign unto the said party of the second part, its successors and assigns, all the following real estate, situated and lying in or near the City of Cumberland, Allegany County, Maryland, the same being lot No. 45 of the Bankockburn Addition to Cumberland, fronting forty feet on Michigan Avenue in said addition, a plat and description of which lot on the amended plat of said addition is filed and recorded in Liber J. W. Y. No. 105, Folio 271, of the Land Records of Allegany County, to which reference is hereby made.

It being the same property which was conveyed by Fidelity Real Estate Company of Allegany County, a corporation, to Sallie F. Milleon, by deed dated the second day of August, 1912, and recorded in Liber 111, Folio 128, of the Land Records of Allegany County, and which was devised by the said Sallie F. Millenson to the said Mabel B. Browning and her husband, Corbette S. Browning, by her last Will and Testament, admitted to probate in the Orphans' Court of Allegany County on August 6, 1937.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the

same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit:

By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Three Thousand (\$3,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

Witness as to both:

Corbette S. Browning (SEAL)
Mabel E. Browning (SEAL)

T. V. Fier.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 24th day of April, 1950, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Corbette S. Browning and Mabel E. Browning, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and, at the same time, before me, also appeared H. A. Pitzer, president of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true

and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.
(Notarial Seal)

Floyd C. Boor, Notary Public.

James Kirkwood Jones, et ux.

Chattel Mortgage.

To

Filed and Recorded April 25th 1950 at 8:30 A. M.

Fidelity Savings Bank of Frostburg.

(Stamps 55¢).

THIS CHATTEL MORTGAGE, Made this 24th day of April, in the year 1950, by and between James Kirkwood Jones and Virgie Jones, his wife, of Allegany County, Maryland, hereinafter called the mortgagor, and the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation, hereinafter called the mortgagee, WITNESSETH:

WHEREAS, the said mortgagor is indebted unto the said Mortgagee in the full sum of Five Hundred Seventeen and 59/100 dollars (\$517.59) which is payable in installments according to the tenor of his promissory note of even date herewith for the sum of \$517.59, payable to the order of said bank.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00), the said mortgagor does hereby bargain and sell unto the said mortgagee the following described property, to-wit:

1946 Ford Tudor Sedan - Engine No. 99A-806663

PROVIDED that if the said mortgagor shall pay unto the said mortgagee the aforesaid sum of \$517.59 dollars with interest as aforesaid according to the terms of said promissory note, then these presents shall be and become void.

But in case of default in the payment of the mortgage debt aforesaid, or of the interest thereon, or in any installment in whole or in part or in any covenant or condition of this mortgage, or any condition or provision of said note, then the entire mortgage debt intended to be secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the mortgagee may take immediate possession of said property and the said mortgagee, its successors and assigns, or Albert A. Doub, its, his or their constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged or so much as may be necessary at public auction in the City of Frostburg, Maryland, upon giving at least ten (10) days' notice of the time, place and terms of sale by handbills in Frostburg, Maryland, or in some newspaper published in the City of Cumberland, Maryland, for cash, and the proceeds of said sale shall be applied first to the payment of all expenses of said sale, including a commission of five per cent (5) to the party making said sale, and second, to the payment of said debt and the interest due said mortgagee, and the balance, if any, to be paid to the said mortgagor.

The mortgagor does further covenant and agree that pending this mortgage the motor vehicle hereinbefore described shall be kept in a garage situated at 156 Bowery St., in Frostburg, Md., except when actually being used by the said mortgagor, and that the place of storage shall not be changed without the consent in writing of the said mortgagee.

Compacted and Mailed
To: Mr. Frostburg, Md.
May 3, 1950

gagors, as may be necessary or proper or convenient to effectuate any such settlement, adjustment or collection without liability for the alleged inadequacy of the settlement and adjustment. Should the mortgagors fail to procure such insurance or keep the same in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid balance shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagor; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS R. J. Gould Jr. Goldie E. Twigg (SEAL)
WITNESS E. F. Hoban Arnold D. Twigg (SEAL)
WITNESS _____ (SEAL)

STATE OF MARYLAND COUNTY OF Allegany, TO WIT:

I HEREBY CERTIFY that on this 14 day of April, 1950, before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County aforesaid, personally appeared

Twigg, Goldie E. & Arnold D. (her husband) the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared E. F. Hoban

Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and notarial Seal.
(Notarial Seal)

Richard J. Gould Jr.
Notary Public.

Viola Beatrice Simpson,
C. Glenn Watson at ux Filed and Recorded April 19 1950 at 10:30 A.M. Mortgage

This Mortgage, Made this 14th day of February
in the year Nineteen Hundred and Fifty, by and between

Viola Beatrice Simpson, widow,
of Allegany County, in the State of Maryland
part y of the first part, and C. Glenn Watson and Ethel M. Watson, h/w

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the said party of the first part is indebted unto the parties of the second part in the full and just sum of Two Thousand Three Hundred Dollars (\$2,300.00) for money this day loaned the party of the first part by the parties of the second part as part of the purchase price of the hereinafter described property, and which said principal sum of Two Thousand Three Hundred Dollars (\$2,300.00) together with interest at the rate of Six Per Centum (6%) Per annum the party of the first part agrees to repay in payments of not less than \$25.00 per month, said payments to apply first to interest and the balance to principal with interest computed quarterly. The first of said monthly payments to be due one (1) month from the date hereof and to continue monthly until the full amount of the principal and interest is paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

does give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: ALL those parts of Lots No. 6 and 7, Block No. 7, of the Fort Hill Addition to the City of Cumberland, Allegany County, Maryland, situated on the Westerly side of Fort Hill Avenue and more particularly described in one parcel as follows:

BEGINNING for the same at a point on the Westerly side of Fort Hill Avenue, said point being at the end of the first line of the deed from the Johnson Realty Corporation to James F. Smith, et ux dated February 17, 1925, and recorded among the Land Records of Allegany County Maryland in Liber 165 folio 96, and running thence with the dividing line between Lots Nos. 5 and 6 South 78 degrees 33 minutes West 150 feet to the Easterly side of an alley, thence with the Easterly side of said alley, North 15 degrees 35 minutes East 59.3 feet, thence continuing with the Easterly side of said alley North 37 degrees 33 minutes East 55.7 feet to a point on the dividing line between Lots Nos 7 and 8, thence South 71 degrees 25 minutes East 52 feet, thence South 15 degrees 42 minutes West 7.93 feet, thence South 59 degrees 22 minutes East 59 feet to a point on the Westerly side of Fort Hill Avenue, thence along the Westerly side of said Fort Hill Avenue in a Southerly direction by a curved line with a radius of 78.5 feet, 13.7 feet to the place of beginning.

IT BEING the same property which was conveyed unto Viola B. Simpson by James F. Smith widow, by deed of even date herewith and recorded among the Land Records of Allegany County Maryland, immediately preceding the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, her heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs, executors, administrators or assigns, the aforesaid sum of Two Thousand Three Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

Computed and Mailed Dated April 19 1950
To Mr. E. F. Hoban, C. F.

And it is Agreed that until default be made in the premises, the said

party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

party of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

parties of the second part, their heirs

heirs, executors, administrators and assigns, or James Alfred Aviratt their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

party of the first part, heir

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor her ~~xxxxxx~~ heirs or assigns.

And the said party of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their heirs and

assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand Three Hundred (\$2,300.00)

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

Lillian R. Baldwin

Viola Beatrice Simpson

(Seal)

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 14th day of February

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Viola Beatrice Simpson, widow,

and acknowledged the foregoing mortgage to be her act and deed; and at the same time before me also personally appeared C. Glenn Watson one of the Mortgagees, ~~the within named mortgagee~~ and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Lillian R. Baldwin

Notary Public

Eldridge Clay Schoppert et ux

To The First National Bank of Piedmont, West Virginia

Mortgage

This Mortgage,

Made this Fourteenth day of April

in the year Nineteen Hundred and Fifty

by and between Eldridge Clay Schoppert and Elizabeth Lee Schoppert, his wife,

of Allegany

County, in the State of Maryland

parties of the first part, and The First National Bank of Piedmont, West Virginia, a corporation organized under the National Banking Laws

parties of the second part, WITNESSETH:

Whereas, the said Eldridge Clay Schoppert and Elizabeth Lee Schoppert his wife are indebted unto the said The First National Bank of Piedmont, West Virginia, in the just and full sum of Fifteen Hundred (\$1500.00) Dollars as evidenced by their negotiable, promissory note of even date herewith, for said sum of Fifteen Hundred Dollars (\$1500.00) payable on demand to the order of the said The First National Bank of Piedmont, West Virginia, with interest at Six per centum per annum, and to be repaid in sums of not less than Twenty-five (\$25.00) dollars per month until said full amount of principal and interest has been fully paid to secure the payment of which said sum of Fifteen Hundred (\$1500.00) dollars with interest as aforesaid, these presents are executed;

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Eldridge Clay Schoppert and Elizabeth Lee Schoppert, his wife

do give, grant, bargain and sell, convey, release and confirm unto the said The First National Bank of Piedmont West Virginia its successors

and assigns, the following property, to-wit: All of that real estate situated and located in the Town of Westernport, Allegany County, Maryland, and described as follows:

All of that land situated and located on the North side of Maryland Avenue, in the Town of Westernport, Allegany County, Maryland, as laid out on the plat of South Westernport by the Westernport Real Estate and Improvement Company, a corporation improved by House No. Three hundred and eleven (311), beginning for the same at a point on the North side of Maryland Avenue on a course of North Forty-three (43) degrees Forty (40) minutes, West One Hundred and nineteen (119) feet and six (6) inches distant from the intersection of the North side of Maryland Avenue with the East side of First Street in said Town and running thence North Forty-six (46) degrees Twenty (20) minutes East Eighty-four (84) feet to the South side of a twelve foot Alley; thence running along said Alley South Forty-three (43) degrees Forty (40) minutes East Twenty-two (22) feet to a point; thence running along the dividing line and partition wall between Houses Number Three Hundred and eleven (311) and three Hundred and thirteen (313) south Forty-six (46) degrees Twenty (20) minutes West Eighty four (84) feet to Maryland Avenue; thence running along Maryland Avenue North Forty-three (43) degrees Forty (40) minutes West Twenty-two (22) feet to the place of beginning; being the same property which was conveyed to the said Eldridge Clay Schoppert and Elizabeth Lee Schoppert, his wife, by the West Virginia Pulp and Paper Company, a corporation, by Deed, dated March 25th, 1950, and to be recorded among the Land Records of said Allegany County, Maryland, prior to the recording of this Mortgage, and this Mortgage is made expressly subject to the conditions contained in said Deed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Eldridge Clay Schoppert and Elizabeth Lee Schoppert, their heirs, executors, administrators or assigns, do and shall pay to the said The First National Bank of Piedmont, West Virginia, its successors or assigns, the aforesaid sum of Fifteen Hundred (\$1500.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Eldridge Clay Schoppert and Elizabeth Lee Schoppert, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Eldridge Clay Schoppert and Elizabeth Lee Schoppert, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

The First National Bank of Piedmont, West Virginia, its successors

~~and assigns, or Harry K. Drane~~ his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Eldridge Clay Schoppert and Elizabeth Lee Schoppert, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said Eldridge Clay Schoppert and Elizabeth Lee Schoppert, his wife

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors

assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen hundred (\$1500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~heirs~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest T.W. Whitworth Eldridge Clay Schoppert (Seal)
T. A. Whitworth Elizabeth Lee Schoppert (Seal)
(Seal)
(Seal)

~~Notary Public~~

~~Notary Public~~

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:

I hereby certify, That on this -- day of April

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of West Virginia, in and for said County, personally appeared

Eldridge Clay Schoppert and Elizabeth Lee Schoppert, his wife

and each acknowledged the foregoing mortgage to be their respective act and deed; and

at the same time before me also personally appeared J.B. Maybury, President of The First National Bank of Piedmont, West Virginia the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)
My commission expires January 8, 1958

Tracy W. Whitworth
Notary Public

Howard T. Carolan et ux

To The Second National Bank of Cumberland, Maryland

This Mortgage,

Made this 20th day of April in the year Nineteen Hundred and fifty

Mortgage
(Stamps \$13.20)

by and between Howard T. Carolan and Mary Carolan, his wife, of Allegany County, in the State of Maryland part les of the first part, and the Second National Bank of Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States

of Allegany County, in the State of Maryland part y of the second part, WITNESSETH:

Whereas, the said Howard T. Carolan and Mary Carolan are indebted unto the party of the second part in the full and just sum of Twelve Thousand Dollars (\$12,000.00) with interest at the rate of five percentum (5%) per annum, and which sum shall be paid in monthly installments of at least \$127.28 and which payments shall be first applied to interest and the balance to principal. The first of said monthly payments shall be due and payable one month from the date hereof and shall continue monthly thereafter until the amount of principal and interest is fully paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Howard T. Carolan and Mary Carolan

do give, grant, bargain and sell, convey, release and confirm unto the said The Second National Bank of Cumberland, Maryland, its successors and assigns, the following property, to-wit:

All that piece or parcel of property known and designated as Lot No. 33 in The Dingle, Cumberland, Maryland, and more particularly described as follows:

BEGINNING for the same at a point on the Northerly side of Windsor Road at the end of the first line of Lot No. 32 in the deed from Tasker G. Lowndes to Paul A. Williams dated December 28, 1928, and recorded in Liber 159, folio 628, one of the Land Records of Allegany County, Maryland, and running thence with the Northerly side of said road South 41 degrees 50 minutes West 100 feet, then at right angles to said Windsor Road North 48 degrees 10 minutes West 165 feet (said distance being erroneously stated as 150 feet in the deed for the same property from the Dingle Company to Tasker G. Lowndes dated December 14, 1948, and recorded in Liber 223, folio 453, one of the Land Records of Allegany County, Maryland) to the Southerly side of Braddock Road, thence with it to the end of the second line in the aforesaid deed from Tasker G. Lowndes to Paul A. Williams, and reversing said line South 48 degrees 10 minutes East 197.9 feet to the place of beginning.

It being the same property which was conveyed to Howard T. Carolan and Mary Carolan, his wife by Tasker G. Lowndes et al by deed dated March 9, 1950, and recorded in Liber 228, folio 291, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Howard T. Carolan and Mary Carolan, their heirs, executors, administrators or assigns, do and shall pay to the said The Second National Bank of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Twelve Thousand Dollars (\$12,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Howard T. Carolan and Mary Carolan

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Howard T. Carolan and Mary Carolan

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

The Second National Bank of Cumberland, Maryland, its successors

~~heirs, executors, administrators and assigns, or~~ William J. Gunter his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Howard T. Carolan and Mary Carolan their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagee their representatives, heirs or assigns.

And the said Howard T. Carolan and Mary Carolan

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its

assigns, the improvements on the hereby mortgaged land to the amount of at least

Twelve Thousand Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors, heirs or assigns, to the extent of \$12,000.00 their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest Angela W. McClure
Angela W. McClure

Howard T. Carolan (Seal)

Mary Carolan (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 20th day of April

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Howard T. Carolan and Mary Carolan

and each acknowledged the foregoing mortgage ~~to their~~ their respective act and deed; and at the same time before me also personally appeared John H. Mosner, vice-president and

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Chas. E. Shaw
Notary Public

James G. Neilson et al

To John Stewart et ux

Filed and Recorded April 21st 1950 at 9:50 A.M.

Mortgage

This Mortgage

Made this 15th day of April in the year Nineteen Hundred and fifty, by and between James G. Neilson, Ruth L. Neilson, Thomas J. Neilson, Pearl F. Neilson, William L. Neilson and Etta Neilson, of Allegany County, in the State of Maryland part ies of the first part, and John Stewart and Lillian Speir Stewart, his wife,

of Allegany County, in the State of Maryland part ies of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted to the parties of the second part in the full and just sum of Six Thousand Dollars, of which \$3,750.00 represents the purchase price for the hereinafter described land designated as Parcel Number One, and which said sum of \$6,000.00 is to be repaid at any time within five years from the date hereof, together with interest thereon at the rate of six percent per annum, which said interest is to be paid semi-annually on the unpaid balance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

FIRST PARCEL: All that lot, piece or parcel of land situated in Election District No. 12, in the Town of Frostburg, Allegany County, Maryland, being known as Lot No. 119 of McCulloh's Addition to the Town of Frostburg, and being particularly described in a deed from Sleeman Brothers, Incorporated, to the parties of the first part, of even date herewith, and which said deed is to be recorded among the Landrecords of Allegany County, Maryland, simultaneously with the recording of this Mortgage.

SECOND PARCEL: All that lot or parcel of ground lying and being in Election District No. 12, in the Town of Frostburg, Allegany County, Maryland, known as Lot No. 120 of McCulloh's Addition to the Town of Frostburg, and which is particularly described in two deeds; one from Robert Gerson, et ux to William L. Neilson, et al dated June 27, 1945, and recorded among the Land Records of Allegany County, Maryland in Liber No. 204 folio 439; and the other in a deed from Sleeman Brothers Inc., to William L. Neilson et al dated October 15, 1946, and recorded among the said Land Records in Liber No. 213, folio 659.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of Six Thousand Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To the Clerk of the Court
Apr 26 1950

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

John Stewart and Lillian Speir Stewart, his wife, their

heirs, executors, administrators and assigns, or Noel Speir Cook his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

Six Thousand Dollars Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest

Noel Speir Cook
as to all

James G. Neilson (Seal)
Ruth L. Neilson (Seal)
Thomas J. Neilson (Seal)
Pearl F. Neilson (Seal)
William L. Neilson (Seal)
Etta Neilson (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 15th day of April

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared James G. Neilson, Ruth L. Neilson, Thomas J. Neilson, Pearl F. Neilson and Etta Neilson,

and each acknowledged the foregoing mortgage to his respective act and deed; and at the same time before me also personally appeared John Stewart, one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Expires May 7, 1951.

Margaret P. Stewart,
Notary Public

J. Stuart Kuhnle et ux Filed and Recorded April 21st 1950 at 10:50 A.M. Mortgage
Mahala Grindle (Stamps \$4.95)

This Mortgage, Made this Twentieth day of April in the year Nineteen Hundred and Fifty, by and between J. Stuart Kuhnle and Naomi G. Kuhnle, his wife

of Allegany County, in the State of Maryland part ies of the first part, and Mahala Grindle

of Allegany County, in the State of Maryland part y of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the said party of the second part for money borrowed in the sum of Forty Five Hundred Dollars (\$4,500.00) as evidenced by the Promissory Note of the said parties of the first part of even date herewith made payable unto the order of the said party of the second part in the sum of Forty Five Hundred Dollars (\$4500.00) on demand without interest, and

WHEREAS, the said parties of the first part agree to execute this Mortgage for the purpose of securing the aforesaid note.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, her

heirs and assigns, the following property, to-wit: All of that real estate as situated and located in Hammond's Addition to the town of Westernport, in Allegany County, Maryland beginning for the same as that parcel of real estate known as Lot Number One Hundred Twenty Three (123) as laid out on the plat of Hammond's Addition to Westernport as filed in Liber No. 25, one of the land Records of Allegany County, Maryland, and beginning at the end of the first line of Lot No. 122, of said Addition and running North 33 degrees East 50 feet; thence North 57 degrees West 130 feet; thence South 33 degrees West 50 feet; thence South 57 degrees East 130 feet to the place of beginning. Being the same property as conveyed unto the said parties of the first part by Charles Kuhnle et ux by deed dated May 11, 1940, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 186, Folio 511.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her executor, administrator or assigns, the aforesaid sum of Forty Five Hundred Dollars (\$4,500.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, her

heirs, executors, administrators and assigns, or Horace P. Whitworth Jr. his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, S, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her

assigns, the improvements on the hereby mortgaged land to the amount of at least Forty Five Hundred & 00/100

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, her heirs or assigns, to the extent of her ~~share~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest J. Stuart Kuhnle (Seal)
Horace P. Whitworth Jr. Naomi G. Kuhnle (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this Twentieth day of April

in the year nineteen hundred and Fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared J. Stuart Kuhnle and Naomi G. Kuhnle, his wife,

and have acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Mahala Grindle

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Naoma Planagan
Notary Public

Kenneth H. Robertson et ux Filed and Recorded April 21 1950 at 10:50 A.M. Mortgage
Second National Bank of Cumberland
This Mortgage, Made this Twentieth day of April (Stamps \$7.70)

in the year Nineteen Hundred and Fifty, by and between Kenneth H. Robertson and LaVerne V. Robertson, his wife,

of Allegany County, in the State of Maryland parties of the first part, and The Second National Bank of Cumberland a National Banking Corporation with its principal place of business in Cumberland

of Allegany County, in the State of Maryland part y of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Seven Thousand Dollars (\$7000.00) to be repaid with interest at the rate of Four Per Centum (4%) per annum, computed monthly on unpaid balances, said indebtedness to be amortized over a Fifteen (15) year period by the payment of at least Fifty-one Dollars and Seventy-eight Cents (\$51.78) per month on the principal and the interest accruing thereon, the first monthly payment being due one (1) month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accruing thereon, is paid in full, said monthly payment being first applied to the accrued interest and the balance thereof to the principal, to secure which said principal, together with the interest accruing thereon, these presents are executed. Privilege is reserved to prepay at any time without premium or fee the entire indebtedness or any part thereof not less than the amount of one (1) installment or One Hundred Dollars (\$100.00) whichever is less. And whereas, this mortgage shall also secure future advances so far as legally permissible at the date hereof.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Kenneth H. Robertson and LaVerne V. Robertson, his wife, do give, grant, bargain and sell, convey, release and confirm unto the said

SECOND NATIONAL BANK OF CUMBERLAND, its successors

and assigns, the following property, to-wit: All that lot or parcel of ground situated on the Southerly side of Frederick Street in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 65, in Schlund's Addition which said lot is more particularly described as follows to wit:

BEGINNING for the same at a stake standing South 65 degrees 21 minutes West 130 feet from the point of intersection of the Southeasterly side of Frederick Street with the Southwesterly side of Edward Street, it also being the end of the first line of a deed from Robert W. Daughtrey, et ux to Franklin R. Cessna dated September 2, 1948, which is recorded in Liber 222, Folio 175, one of the Land Records of Allegany County, Maryland, and running then along the Southerly side of Frederick Street South 65 degrees 21 minutes west 65 feet to a stake on the division line between Lots Nos. 64 and 65 of said Addition, and then along the division line between Lots Nos. 64 and 65 South 24 degrees 39 minutes East 200 feet to a stake, then parallel to Frederick Street North 65 degrees 21 minutes East 65 feet to a stake standing at the end of the second line of Lot No. 66 of said Addition, it also being the end of the second line of said Cessna deed, and then with the division line between Lots Nos. 65 and 66 and second line of the Cessna deed reversed North 24 degrees 39 minutes West 200 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Robert W. Daughtrey et ux dated April 16, 1949, which is recorded in Liber 224, Folio 596, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Kenneth H. Robertson and LaVerne V. Robertson, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said The Second National Bank of Cumberland, its successors or assigns, the aforesaid sum of Seven Thousand Dollars and 00/100 Cents (\$7000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Kenneth H. Robertson and Laverne V. Robertson, his wife

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Kenneth H. Robertson and Laverne V. Robertson his wife hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Second National Bank of Cumberland, its successors

and assigns, or Harry I. Stegmaier his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Kenneth H. Robertson and Laverne V. Robertson, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said Kenneth H. Robertson and Laverne V. Robertson, his wife

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Seven Thousand Dollars and 00/100 Cents (\$7000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seal s of said mortgagor s.

Attest Angela W. McClure
Angela W. McClure

Kenneth H. Robertson (Seal)
Laverne V. Robertson (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this twentieth day of April

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Kenneth H. Robertson and Laverne V. Robertson, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Joseph M. Naughton, President of the Second National Bank of Cumberland, a National Banking Corporation the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Chas. E. Shaw
Notary Public

James L. Blizzard et ux
To
Harry H. Miller et ux

Filed and Recorded April 22nd 1950 at 9:10 A.M.

Mortgage
(Stamps \$1.65)

This Mortgage, Made this

15th day of April

in the year Nineteen Hundred and fifty, by and between

James L. Blizzard and Enid J. Blizzard, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and Harry H. Miller and Rose C. Miller, his wife,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, The said parties of thesecond part has this day loaned unto the said parties of the first part the full and just sum of one thousand five hundred sixty six (\$1566.98) dollars ninety eight cents, which said sum the said parties of the first part do hereby agree to repay in consecutive monthly installments of not less than forty (\$40.00) dollars per month, beginning one month from the date hereof, which said installment payments shall include interest at the rate of five (5%) per cent per annum, due and payable semi-annually, accounting from the date hereof.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part

heirs and assigns, the following property, to-wit: All of a certain lot or parcel of land lying on the North side of the National Highway in what is known as Gilpin Town in the Flintstone Voting District; it being a part of the land conveyed to James W. Blizzard, deceased, and Esther F. Blizzard, his wife, as tenants by the entirety by Richard A. Norris and Mary N. Norris, his wife, by deed dated June 8th, 1943 and recorded in Liber 196 Folio 530, one of the Land Records of Allegany County, Maryland, and the lot or parcel herein conveyed is bounded and described as follows: Beginning at a planted stone on the North side of the said National Highway 123 miles to Baltimore, then North 32 1/2° East 239.33' to a post; then South 57 1/2° East 84.66' to a post; then South 32 1/2° West 239' to the side of the aforesaid highway, then and with the same 80' to the place of beginning containing in all 45 acres more or less.

BEING the same property that was conveyed to the said parties of the first part by Esther F. Blizzard by deed dated the 18th day of June, 1947, and to be recorded among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs, executor, administrator or assigns, the aforesaid sum of one thousand five hundred sixty six (\$1566.98) dollars ninety eight cents, and when the same shall become due and payable, and in together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs

and assigns, or Harold E. Naughton ~~trustee~~ duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their heirs or

assigns, the improvements on the hereby mortgaged land to the amount of at least one thousand five hundred sixty six dollars ninety eight (\$1566.98)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee's their heirs or assigns, to the extent of their their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

Elizabeth Philson
Elizabeth Philson

James L. Blizzard

(Seal)

Enid J. Blizzard

(Seal)

(Seal)

(Seal)

State of Maryland.

Allegany County, to wit:

I hereby certify, That on this 15th day of April

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

James L. Blizzard and Enid J. Blizzard, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Harry A. Miller and Rosa C. Miller, his wife the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Elizabeth Philson

Notary Public

Charles W. Richardson et ux
John McKean
Filed and Recorded April 25th 1950 at 10:00 A.M.

Mortgage

This Mortgage, Made this 1st day of September (Stamps \$1.10)

in the year Nineteen Hundred and forty nine, by and between Charles W. Richardson and Esther B. Richardson, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and John McKean

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Twelve Hundred Dollars which said sum the parties of the first part promise to pay to the order of the party of the second part in consecutive monthly installments of not less than thirty dollars per month together with the interest thereon at the rate of six per cent. per annum, until the full sum of Twelve Hundred Dollars and interest has been paid and satisfied.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit:

All the surface of all that lot or parcel of land situate and being near Frostburg, in Election District No. 26, and described as follows:

BEGINNING for the same at a point on the south side of the road leading from Frostburg to the Community Swimming Pool, it being North 39 degrees 20 minutes West 256 feet from corner No. 90 a corner on the division line between the property of the Consolidation Coal Company and the Allegany Real Estate Company and being also South 68 degrees 21 minutes East 213.80 feet from the Consolidation Coal Company's Engineer's Station No. 11949, which is a copper plug in concrete, road one foot from south edge of same, thence leaving said road and with the before mentioned division line, South 33 degrees 45 minutes East 330.00 feet, true meridian courses and horizontal distances being used throughout, thence leaving said division line, South 56 degrees 15 minutes West 100.00 feet, North 33 degrees 45 minutes West 390.00 feet, North 31 degrees 07 minutes West 92.85 feet to the end of the first line of a deed dated May 1st, 1937, from the Consolidation Coal Company to Edward Beck and wife, thence reversing said first line, South 68 degrees 40 minutes East 50.00 feet to the end of the third line of a deed dated October 5th, 1927, from the Consolidation Coal Company to Maurice Bean, filed and recorded among the land records of Allegany County in Liber No. 157, folio 22, thence reversing said third line, South 74 degrees 14 minutes East 96.53 feet to the end of the second line of said deed to Maurice Bean, thence leaving said second line, South 40 degrees 22 minutes East 38.56 feet to the place of beginning, containing 96/100 of an acre, more or less. Subject however to the reservations contained in a deed from the Consolidation Coal Co., dated October 21st, 1940, and recorded in Liber No. 183, folio 420.

Daisy L. Richardson, the first wife of Charles Richardson having died, his present wife is Esther B. Richardson, which accounts for the difference in the names of the owners of said property.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his

executor, administrator or assigns, the aforesaid sum of Twelve Hundred Dollars, and in together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed National
To Edw J. Reynolds City Clerk
May 2 1950

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Edward J. Ryan, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors:

Attest

Edw. J. Ryan

Charles W. Richardson (Seal)

Esther B. Richardson (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 1st day of Sept.

in the year nineteen hundred and forty nine, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Charles W. Richardson and Esther B. Richardson, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Jack McKeon

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Edward J. Ryan
Notary Public

Park Beeghly et al

Chattel Mortgage

To

Filed and Recorded April 18th 1950 at 8:30 A.M.

North American Acceptance Corporation of Maryland

THIS CHATTEL MORTGAGE, Made this 15 day of April 1950 by Beeghly, Park F and Ethel C

Cumberland

of the City of Allegany

State of Maryland, hereinafter called "Mortgagor," to NORTH AMERICAN ACCEPTANCE CORPORATION OF MARYLAND, a body corporate,

61 N. Centre Street, Cumberland, Md.

hereinafter called "Mortgagee."

Witnesseth: That for and in consideration of the sum of Four Hundred Thirty Five Dollars (\$ 435.00), the actual amount lent by Mortgagee to Mortgagor, receipt whereof is hereby acknowledged, and which amount Mortgagor hereby covenants to repay unto Mortgagee as hereinafter set forth, Mortgagor doth hereby bargain and sell unto Mortgagee the following described personal property:

The chattels, including household furniture, now located at No. 303 Decatur St. Street in said City of Cumberland, Allegany, in said State of Maryland, that is to say:

1 sofa, 2 chairs, 2 long table, 1 floor lamp, 1 bed, 1 vanity, 1 dresser, 1 chestrobe, 1 bed, 1 table, 4 chairs, 1 stand

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the Mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

The following described motor vehicle with all attachments and equipment, now located in Cumberland Maryland, that is to say:

MAKE	MODEL	YEAR	ENGINE No.	SERIAL No.	OTHER IDENTIFICATION
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TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, at its regular place of business the aforesaid sum of Four Hundred Thirty Five Dollars,

(\$ 435.00) according to the terms of and as evidenced by a certain promissory note of even date herewith payable in 18 successive monthly installments as follows: 18 installments of \$ 29.00

each; installments of \$ each; installments of \$ each; installments of \$ each; payable on the 20 of each month beginning on the 20 day of May, 1950 with interest after maturity at 6% per annum, then these presents shall

be void. Included in the principal amount of this note and herewith agreed to and covenanted to be paid by the undersigned are interest, in advance at the rate of 6% per year on the original amount of the loan, amounting to \$ 32.62; and service charges, in advance, in the amount of \$ 5.12. In event of default in the payment of this contract or any installment thereof, a delinquent charge will be made on the basis of 5c for each default continuing for five or more days in the payment of \$1.00 or a fraction thereof.

Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successor and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure insurance of the property for the benefit of the mortgagee with an insurance company duly qualified to act in this state and in an amount agreeable to the mortgagee against loss or damage by fire, theft, collision and conversion. Said policies and certificates thereof shall be delivered to the mortgagee and the mortgagee may make any settlement or adjustment on any claim or claims for all loss received under, or by virtue of any insurance policies or otherwise and receive and collect the same and execute in the name of the mortgagors and deliver all such instruments and do all such acts as attorney in fact irrevocable for the mort-

ment under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the Mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the Mortgagee in the sum of One Thousand and no/100 dollars (\$1,000.00) and to pay the premiums thereon and to cause the policy issued therefor to be endorsed, as in case of loss to inure to the benefit of the mortgagee to the extent of its lien or claim thereof, and to place such policy forthwith in the possession of the Mortgagee.

WITNESS the hands and seals of the parties of the first part.

Attest as to all: David R. Willetts

William P. Reed (SEAL)

Naomi J. Reed (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 24th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William P. Reed and Naomi J. Reed, his wife, the within named Mortgagor, and acknowledged the foregoing chattel mortgage to be their act and deed, and at the same time before me also appeared F. Earl Kreitzburg, Cashier and Agent of the Frostburg National Bank, the within named Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg in like manner made oath that he is the cashier and agent of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ruth M. Todd, Notary Public.

Dewey H. Buskirk, et ux.

Mortgage.

To

Filed and Recorded April 25th 1950 at 2.25 P. M.

Liberty Trust Company, Cumberland, Md.

THIS PURCHASE MONEY MORTGAGE, Made this 18th day of April, in the year nineteen hundred and fifty, by and between Dewey H. Buskirk and Alta Jane Buskirk, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee, WITNESSETH:

Whereas, the said Dewey H. Buskirk and Alta Jane Buskirk, his wife, stand indebted

unto the said The Liberty Trust Company in the just and full sum of One Thousand (\$1,000.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1950.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Dewey H. Buskirk and Alta Jane Buskirk, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated on the Southwest side of Hille Run Road, near the town of Lonaconing, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a stake standing 207-3/10 feet on the second line of a parcel of ground conveyed by Susie A. Nickole, widow, to James Dewey Buskirk, et ux., by deed dated the 31st day of July, 1948, and recorded in Liber No. 222, Folio 122, one of the Land Records of Allegany County, Maryland, and continuing thence at right angles to said second line (Magnetic Bearings as of July, 1948, and with horizontal measurements) South 46 degrees 54 minutes West 195 feet to a stake, thence at right angles to the last mentioned line and parallel to the second line of the aforementioned whole parcel, North 43 degrees 6 minutes West 210 feet, more or less, until it intersects the third line of the aforementioned deed conveyed by Susie A. Nickols to James Dewey Buskirk, thence reversing said third line, North 46 degrees 36 minutes East 195 feet, more or less, to the end of the second line of said Buskirk parcel of ground, thence reversing said second line, South 43 degrees 6 minutes 6 minutes East 210 feet to the beginning, containing one acre, more or less.

It being the same property which was conveyed unto the said Mortgagors by James Dewey Buskirk, et ux., by deed dated April 6, 1950, and to be duly recorded among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand (\$1,000.00) dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

It is agreed, that it shall be deemed a default under this mortgage, if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage

Compared and Mailed
To: City
May 2 1950

debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage therents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in Trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least One Thousand (\$1,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said Mortgagor.

Attest: James Park

Dewey H. Buskirk (SEAL)

Alta Jane Buskirk (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 18th day of April, in the year nineteen hundred and fifty, before, the subscriber, a Notary Public of the State of Maryland, in and for the County, aforesaid, personally appeared Dewey H. Buskirk and Alta Jane Buskirk, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner, make oath that he is the president and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

James Park, Notary Public.

Lloyd S. Diehl, et ux.

Mortgage.

To

Filed and Recorded April 25th 1950 at 2:25 P. M.

Liberty Trust Company, Cumberland, Md.

(Stamps 55¢)

THIS MORTGAGE, made this 25th day of April, in the year nineteen hundred and fifty, by and between Lloyd S. Diehl and Gay L. Diehl, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

WHEREAS, the said Lloyd S. Diehl and Gay L. Diehl, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Nine Hundred Twenty-Five (925.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30 and September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1950.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Lloyd S. Diehl and Gay L. Diehl, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated near the Valley Road, about one and one-half miles Northeastly of the City of Cumberland, Allegany County, Maryland, being Lots Nos. 195, 196, 197, 198, 199, 200, 201, 202, 203 and 204, Section "A" as shown on Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland and described as follows, to-wit:

Beginning at the intersection of the westerly side of an alley with the southerly side of Maple street, then running with the southerly side of Maple Street, North 50 degrees

To Mfg. City
 of May 3 1950

34 minutes West 400 feet to the easterly side of Trenton Street, then with the easterly side of Trenton Street, South 39 degrees 26 minutes West 132-1/2 feet to the northerly side of an alley, then with the northerly side of said alley, South 50 degrees 34 minutes East 400 feet to the westerly side of an alley, then with said alley North 39 degrees 26 minutes East 132-1/2 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Winmar Bowman, et ux., by deed dated October 13, 1945, and recorded in Liber 206, Folio 520, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Nine Hundred Twenty-Five Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage, if the said Mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof, made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage,

whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Nine Hundred Twenty-Five (\$925.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness the hand and seal of said mortgagor.

Attest: James McSorley

Lloyd S. Diehl (SEAL)

Gay L. Diehl (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 25th day of April, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Lloyd S. Diehl and Gay L. Diehl, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the president and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)
My Commission Expires May 7, 1951.

James McSorley, Notary Public.

Mortgage.

Eugene Johnson, et ux.

To

Filed and Recorded April 25th 1950 at 2:25 P. M.

(Stamps 55¢).

Liberty Trust Company, Cumberland, Md.

THIS MORTGAGE, made this 24th day of April, in the year nineteen Hundred and Fifty, by and between Eugene Johnson and Marion E. Johnson, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the

context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called the mortgagee, WITNESSETH:

WHEREAS, the said Eugene Johnson and Marion E. Johnson, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Eight Hundred Fifty (\$850.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1950.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Eugene Johnson and Marion E. Johnson, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

FIRST: All those lots or parcels of land known as Lots Nos. 19, 20 and 21, Block No. 1 on the amended map of the "Homewood Addition" to the City of Cumberland, Maryland, which said map is filed in Map Case Box 150, one of the Land Records in the Office of the Clerk of the Court for Allegany County, Maryland, fronting 90 feet on Vermont Avenue and running an even width 100 feet to a twelve-foot alley.

IT being the same property which was conveyed to the said Mortgagors by Harry Footer, widower, et al., by deed dated September 15, 1943, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 198, Folio 62.

SECOND: All that lot or parcel of land known as Lot No. 14, Block No. 1 on the "Amended Map of Homewood Addition" filed in Flat Case Box 150, one of the aforesaid Land Records of Allegany County, Maryland.

IT being the same property which was conveyed unto Eugene Johnson by Winifred H. Keyser, et vir., and Elizabeth Footer Chaney et vir., by deed dated October 28, 1948, and recorded among the aforesaid Land Records in Liber No. 213, Folio 546.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of EIGHT HUNDRED FIFTY (\$850.00) Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

It is agreed, that it shall be deemed a default under this mortgage if the said Mortgagor, shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage

debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least EIGHT HUNDRED FIFTY (\$850.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid, are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness the hand and seal of said mortgagor.

Attest: Thomas L. Keech

Eugene Johnson (SEAL)

Marion E. Johnson (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 24th day of April, in the year nineteen hundred and Fifty, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Eugene Johnson and Marion E. Johnson, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further in like manner make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

Harold Bryin Miller
To

Filed and Recorded April 25th 1950 at 3:20 P. M.

Commercial Savings Bank of Cumberland, Md.

THIS CHATTEL MORTGAGE, made this 24th day of April, 1950, by and between Harold Bryin Miller, of Allegany County, Maryland, hereinafter called the mortgagor, and The Commercial Savings Bank of Cumberland, Maryland, a corporation, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said mortgagor stands indebted unto the said mortgagee in the full sum of Eight Hundred Forty and 60/100 dollars (\$840.60) payable in 12 successive monthly installments of \$70.05 each beginning one month after the date hereof, as is evidenced by my promissory note of even date herewith.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, the said mortgagor does hereby bargain and sell unto the mortgagee, its successors and assigns, the following property, to-wit:

One 1948 Fleetmaster Chevrolet 2-Dr Sedan - Motor No. FAM-210178, Serial No. 14FKG-39459, equipped with Hot Water Heater and Radio.

PROVIDED if the said mortgagor shall pay unto the said Mortgagee the aforesaid sum of \$840.60 according to the terms of said promissory note and perform all the covenants herein agreed to be performed by said mortgagor, then this mortgage shall be void.

The mortgagor does covenant and agree, pending this mortgage as follows: That said motor vehicle be kept in a garage situated at -- in Cumberland, Maryland, except when actually being used by said mortgagor, and that the place of storage shall not be changed without the written consent of said mortgagee; to keep said automobile in good repair and condition; to pay all taxes, assessments and public liens legally levied on said automobile when legally demandable; to pay said mortgage debt as agreed; to have said automobile insured, and pay the premiums therefor, in some reliable company against fire, theft and collision, and have the policy or policies issued thereon payable, in case of loss, to the mortgagee, to the extent of its lien hereunder, and to place such policies in possession of the mortgagee.

But in case of default in the payment of the mortgage debt or any installment thereof, in whole or in part, or in any covenant or condition of this mortgage, then the entire mortgage debt intended to be secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the mortgagee is hereby declared entitled to and may take immediate possession of said property, and the said mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their constitutional attorney or agent, are hereby authorized

and empowered at any time thereafter to sell the property hereby mortgaged, or so much as may be necessary at public auction for cash in the City of Cumberland, Maryland, upon giving at least ten days' notice of the time, place, and terms of sale in some newspaper published in said City, and the proceeds of such sale shall be applied first to the payment of all expenses of said sale, including taxes and a commission of 8% to the party making said sale, and second, to the payment of said debt and interest thereon, and the balance, if any to be paid to the said mortgagor, his personal representatives or assigns; and in case of a deficiency any unearned premiums on insurance may be collected by said mortgagee and applied to said deficiency.

WITNESS the hand and seal of said mortgagor the day and year first aforesaid.

Attest: William C. Dudley

Harold Bryin Miller (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 24th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Harold Bryin Miller and acknowledged the foregoing mortgage to be his act; and at the same time, before me, also personally appeared George C. Cook, cashier of The Commercial Savings Bank of Cumberland, Maryland, the mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the cashier or agent of said corporation and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

William C. Dudley, Notary Public.

Lorraine Thrasher, et ux

Mortgage.

To
Liberty Trust Company of Cumberland, Md.
Filed and Recorded April 26th 1950 at 2:55 P. M.
(Stamps \$1.10).

THIS MORTGAGE, made this 21st day of April, in the year nineteen hundred and fifty, by and between Lorraine Thrasher and Mary Jane Thrasher, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called Mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

WHEREAS, the said Lorraine Thrasher and Mary Jane Thrasher, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand (\$1,000.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1950.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar and in

order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Lorraine Thrasher and Mary Jane Thrasher, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that certain lot or parcel of ground situated and lying in the Town of Midland, Allegany County, Maryland, and designated as Lot No. 1 on a plat marked "Plat C", filed with the papers and records in No. 4290 Equity, in the Circuit Court for Allegany County and described in a certificate of courses and distances thereof, recorded in Liber J. W. Y. No. 101, Folio 36, one of the Land Records of Allegany County, as follows:

Beginning at the end of the first line of that lot or parcel of land described in a deed from William A. Morgart and wife to Margaret B. Long, dated October 14, 1903, and recorded in Liber No. 93, Folio 689, one of the Land Records of Allegany County, and which lot was afterwards conveyed to Garrett Burns, and running thence parallel to the Cumberland and Westernport Electric Railway, South 41 degrees West 40-1/4 feet, then North 66 degrees 35 minutes West 90.7 feet to an alley 12 feet wide, and with it, North 27 degrees 40 minutes East 38.4 feet to the end of the second line of Garrett Burns' lot, and with it reversed, South 66 degrees 35 minutes East 100 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by John Robertson et ux, by deed dated October 30, 1949, and recorded in Liber 226, Folio 717, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of ONE THOUSAND Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

It is agreed, that it shall be deemed a default under this mortgage if the said Mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, and the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his, or their duly con-

stituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least One Thousand (\$1,000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid, are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness the hand and seal of said mortgagor.

Attest: James Park

Lorraine Thrasher (SEAL)
Mary Jane Thrasher (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 21st day of April, in the year nineteen hundred and fifty before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Lorraine Thrasher and Mary Jane Thrasher, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

James Park, Notary Public

Gilbert Tichnell et ux

Mortgage

To Filed and Recorded April 26" 1950 at 2:55 P.M.

The Liberty Trust Company, Cumberland, Maryland

(Stamps \$1.65)

THIS MORTGAGE, made this 21st day of April, in the year nineteen hundred and fifty by and between Gilbert Tichnell and Bernice Tichnell, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called Mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, WITNESSETH:

WHEREAS, the said Gilbert Tichnell and Bernice Tichnell, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand Five Hundred (\$1,500.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1950.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Gilbert Tichnell and Bernice Tichnell, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All of the following described land situated in the Town of McCoolle, in Allegany County, Maryland, in Election District No. 31, to wit:

Beginning at an iron stake in the North boundary line of the State Road leading from McCoolle to Westernport, in the last line of the tract of which this is a part, 10 feet from the termination thereof, and being at the intersection of the west boundary line of Spring Street with said road line, and running thence with said road line and a portion of the last original line reversed and corrected, North 63 degrees 26 minutes West 44 feet to another iron stake, the beginning corner of Lot No. 2 thence with the last line of said Lot No. 2 reversed, North 19 degrees and 6 minutes West 198.23 feet to another iron stake in the South line of a 16 foot alley, known as Middle Alley, thence with said line, South 63 degrees 18 minutes East 44 feet to the west line of Spring Street, thence with said line, South 10 degrees 6 minutes West 198.1 feet to the place of beginning. Containing .20 of one acre by calculation, and being Lot No. 1 of William L. Shepp's portion of the Shepp and Dayton Addition to the Town of McCoolle, Maryland.

It being the same property which was conveyed unto the said Mortgagors by Horace P. Whitworth Trustee, by deed dated March 15, 1950, and to be duly recorded among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand Five Hundred Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

It is agreed, that it shall be deemed a default under this mortgage if the said Mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured and the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his, or their duly constituted attorney or agent are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent to the party selling or making said sale, and in case said property is advertised under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least One Thousand Five Hundred (\$1,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid, are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness the hand and seal of said mortgagor.

Gilbert Tichnell (SEAL)

Attest: James Park

Bernice Tichnell (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 21st day of April, in the year nineteen hundred and fifty before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Gilbert Tichnell and Bernice Tichnell, his wife, and each acknowledged

ed the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

James Park, Notary Public

H. Howard Lueck, et ux.

Mortgage.

To

Filed April 28th 1950 at 9:30 A. M. and Recorded.

Liberty Trust Company, Cumberland, Md.

(Stamps \$6.60)

THIS Mortgage, made this 27th day of April, in the year Nineteen Hundred and Fifty, by and between H. Howard Lueck and Blanche I. Lueck, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called Mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and the Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee,

WITNESSETH:

WHEREAS, the said H. Howard Lueck and Blanche I. Lueck, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Six Thousand (\$6,000.00) dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on June 30, 1950.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said H. Howard Lueck and Blanche I. Lueck, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated, lying and being on the easterly side of New Hampshire Avenue, (formerly Chestnut Street), in Cumberland, Maryland, known and designated as whole Lot No. 84 on the Plat of Mapleside, as it is recorded in Judgment Liber 22, Folio 563, of the Land Records of Allegany County, Maryland, said lot having a frontage of 50 feet on the Easterly side of said New Hampshire Avenue, and extends back an even width for a depth of 100 feet to an alley in the rear.

It being the same property which was conveyed unto the said Mortgagors by Howard F.

Lueck et ux. by deed dated February 7, 1949, and recorded in Liber 224, Folio 73, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Six Thousand (\$6,000.00) Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

It is agreed, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured and the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in the payment of the mortgaged debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent to the party selling or making said sale, and in case said property is advertised under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land,

to the amount of at least Six Thousand (\$6,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid, are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Attest: Thomas L. Keech

H. Howard Lueck (SEAL)

Blanche I. Lueck (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 27th day of April, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared H. Howard Lueck & Blanche I. Lueck, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, president of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide, as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Geo. A. Siebert, Notary Public.

William B. Smith

Chattel Mortgage.

To

Filed and Recorded April 26" 1950 at 11:45 A. M.

Harold W. Smith

THIS CHATTEL MORTGAGE, Made this 17th day of April, 1950, by and between Wm. B. Smith of Allegany County, Maryland, hereinafter called the Mortgagor, and Harold W. Smith of Cumberland, Maryland, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagor stands indebted unto the said Mortgagee in the full sum of \$1,000. payable in 20 successive monthly installments of \$50 each, beginning one month after the date hereof as is evidenced by his promissory note of even date herewith.

NOW THEREFORE, in consideration of the premises and of the sum of \$1.00 the said Mortgagor do hereby bargain and sell unto the said mortgagee, its successors and assigns, the following property, to-wit:

1949 Ford 2-Door Sedan - Motor #98BA840899 - Serial #98BA840899

PROVIDED, if the said Mortgagor shall pay unto the said Mortgagee the aforesaid sum of \$1,000. according to the terms of said promissory note and perform all the covenants herein agreed to by said Mortgagor, then this Mortgage shall be void.

The Mortgagor does covenant and agree, pending this Mortgage, as follows: to keep said motor vehicle in good repair and condition; to pay all taxes, assessments and public liens legally levied on said motor vehicle, when legally demandable; to pay said mortgage debt as agreed; to have said motor vehicle insured and pay the premium, therefore, in some reliable company against fire, theft and collision, and have the policy or policies issued thereon payable, in case of loss, to the mortgagee to the extent of its lien hereunder, and to place such policies in possession of the mortgagee.

But in case of default in the payment of the mortgage debt in any installment thereof, in whole or in part in any covenant or condition of this mortgage, then the entire mortgage debt intended to be secured, shall at once become due and payable, and these presents are hereby declared to be made in trust and the Mortgagee is hereby declared and entitled to and may take immediate possession of said motor vehicle, and the said Mortgagee, its successors or assigns, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much as may be necessary, at public auction for cash in the City of Cumberland, Maryland, upon giving at least ten days' notice of the time, place and terms of sale in some newspaper published in said city, and the proceeds of such sale shall be applied, first, to the payment of all expenses of said sale, including taxes and a commission of 8% to the party making said sale, and second, to the payment of said debt and interest thereon, and the balance, if any, to be paid to the said mortgagor, his personal representatives or assigns, and in case of a deficiency any unearned premiums or insurance may be collected by said Mortgagee and applied to said deficiency.

WITNESS, the hand and seal of said Mortgagor the day and year first above written.

Witness: Gertrude R. Baggett

Wm. B. Smith (SEAL)
Mortgagor.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 17th day of April, in the year nineteen hundred and 50, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William B. Smith and he acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared -- the within Mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Gertrude C. Baggett, Notary Public.

Chattel Mortgage.

Carl A. Winfield t/a &c.

Filed and Recorded April 26" 1950 at 8:30 A. M.

To

First National Bank of Cumberland, Md.

This Purchase Money Chattel Mortgage, made this 25th day of April, 1950, by and between Carl A. Winfield, t/a Speelman Ice Cream Co., of Allegany County, Maryland, party of the first part, hereinafter called the Mortgagor, and The First National Bank of Cumberland, Maryland, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

land, a national banking corporation duly incorporated under the laws of the United States of America, party of the second part, hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the mortgagor is justly indebted to the Mortgagee in the full sum of Thirteen Hundred Twenty & no/100 dollars (\$1320.00), which is payable in 24 monthly installments of Fifty-Five and no/100 dollars (\$55.00) payable on the 25th day of each and every calendar month, said installments including principal and interest, as is evidenced by the promissory note of the mortgagor payable to the order of the Mortgagee of even tenor and date herewith.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) the mortgagor does hereby bargain, sell, transfer and assign unto the Mortgagee, its successors and assigns, the following described personal property located at Cumberland, Allegany County, Maryland:

1950 Model 2-ton Chevrolet Truck - Chassis & cab with refrigerator body.
Engine No. HEA 134119 - Serial No. 14TWA-1751.

TO HAVE AND TO HOLD the said personal property unto the Mortgagee, its successors and assigns absolutely.

PROVIDED, however, that if the said Mortgagor shall well and truly pay the aforesaid debt and interest as hereinbefore set forth, then this chattel mortgage shall be void.

The Mortgagor covenants and agrees with the Mortgagee in case default shall be made in the payment of said indebtedness, as herein set forth, or if the Mortgagor shall attempt to sell, dispose of or remove the said property above mortgaged, or any part thereof, from the premises aforesaid without the assent to such sale, disposition or removal expressed in writing by the Mortgagee, or in the event the Mortgagor shall default in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust and the Mortgagee, its successors and assigns, or its, his, her or their duly constituted attorney or agent, are hereby authorized at any time thereafter to enter upon the premises hereinbefore described and any other place or places where the said personal property may be or may be found and take and carry away the said property hereby mortgaged and to sell the same, and to transfer and convey the same to the purchaser or purchasers thereof, his, her or their assigns, which sale shall be made in manner following, to-wit: by giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale applied: first, to the payment of all expenses incident including taxes and a commission of eight per cent (8%) to the party selling or making said sale; to such sale; secondly, to the payment of all moneys owing under this mortgage whether the same shall have then matured or not; and as to the balance, to pay the same over to the Mortgagor, his personal representatives or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, his personal representatives or assigns.

AND it is further agreed that until default is made in any of the covenants or conditions of this mortgage, the mortgagor may remain in possession of the mortgaged property.

The Mortgagor agrees to insure said property forthwith against loss by fire, collision, etc., and pending the existence of this mortgage to keep it insured in some company acceptable to the mortgagee in the sum of Full Coverage Dollars (--), and to pay the premiums thereon and to cause the policy issued therefor to be endorsed as in case of loss to inure to the benefit of the Mortgagee to the extent of its lien or claim thereof, and to place such

forthwith
policy in the possession of the Mortgagee.

Witness the hands and seals of the party of the first part.

Attest as to all:

T. V. Fier

Carl A. Winfield (SEAL)

t/a Speelman Ice Cream Co.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 25th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Carl A. Winfield t/a Speelman Ice Cream Co., the within named Mortgagor, and acknowledged the foregoing Chattel Mortgage to be his act and deed, and at the same time, before me also appeared T. V. Fier, of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration set forth in the foregoing chattel mortgage is true and bona fide as therein set forth; and the said T. V. Fier in like manner made oath that he is the Asst. cashier of said Mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)
My Commission Expires May 7, 1951.

A. A. Helmick, Notary Public.

James E. Ward, et ux.

Mortgage.

To

Filed and Recorded April 26th 1950 at 1:20 P. M.

(Stamps \$1.65)

Frostburg National Bank

THIS MORTGAGE, Made this 25th day of April, in the year Nineteen Hundred and Fifty, by and between James E. Ward and Leona M. Ward, his wife, of Frostburg, Allegany County, in the State of Maryland, parties of the first part, and Frostburg National Bank, a National banking corporation duly incorporated under the laws of the United States of America, of Frostburg, Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of Eighteen Hundred 00/100 (\$1800.00) Dollars payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided in Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in

hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

ALL that piece or parcel of ground lying and being in Allegany County and State of Maryland, and known as Lot Number Three of the "Wittig Property" on Frost Avenue, in Frostburg, Maryland, and being a sub-division of Lots Numbers Eleven, Twelve, Thirteen and Fourteen in Block No. 7 of Frosts' Heirs Addition to the Town of Frostburg, a plat of which sub-division is recorded among the Land Records of Allegany County, said lot being more particularly described as follows:

BEGINNING for said Lot Number Three at a peg on the North side of Wood Street (now called Pine Street) at the end of one hundred and six feet eight inches on the second line of Lot No. 14 of Block No. 7 of Frosts' Heirs Addition to the Town of Frostburg, it being the end of the First line of Lot No. 2 of the sub-division of the Wittig property, and running thence with Pine Street, and with part of the second line of said Lot No. 14 of Block No. 7 of Frosts' Heirs Addition to the Town of Frostburg, South fifty-one degrees no minutes West fifty-three feet four inches to Second Alley, and with said Alley and with the third line of Lots Nos. 14 and 13 and part of the third line of Lot No. 12 of Block No. 7 of Frosts' Heirs Addition to the Town of Frostburg, North thirty-nine degrees no minutes West one hundred and thirty feet to a ten-foot alley and with said alley North fifty-one degrees no minutes East fifty-three feet four inches to the end of the third line of Lot No. 2 of the sub-division of the Wittig property and with said line reversed, South thirty-nine degrees no minutes East one hundred and thirty feet to the beginning.

It being the same property which was conveyed by Archie R. Wade and Annie M. Wade, his wife, to the parties of the first part herein by deed dated March 30, 1939, and recorded in Liber No. 183, Folio 142, among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Eighteen Hundred Dollars (\$1800.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or Cobey, Carscaden

and Gilchrist, its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner, the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least eighteen hundred and 00/100 dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the hands and seals of said mortgagors.

Witness: (As to both)

James E. Ward (SEAL)

Ruth M. Todd

Leona M. Ward (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 25th day of April, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared James E. Ward and Leona M. Ward, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg, cashier of the Frostburg National Bank, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said F. Earl Kreitzburg further made oath that he is the cashier and agent of the within named mortgagee, and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ruth M. Todd, Notary Public.

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monthly payments stated above, on the same day of each succeeding month until the full obligation of said note is paid on the date of the final payment stated above, then this mortgage to be void, otherwise to remain in full force and effect.

The mortgagor may retain possession of the goods and chattels mentioned hereinafter as long as the payments on said note are made when due, as therein provided, and the covenants of this mortgage are fulfilled. If the mortgagor shall fail to pay any installment in payment of said note, as therein provided, or fail to perform any of the covenants hereof, then the mortgagee may take possession of said goods and chattels as permitted by law, wherever found, and sell the same in the manner provided by law at public or private sale. From the proceeds of any such sale or foreclosure, mortgagee shall retain all moneys due mortgagee and render the balance, if any, to mortgagors.

The unpaid balance of said note, or any part thereof, plus accrued interest may at the option of the undersigned, be paid at any time.

The remedy or remedies herein accorded mortgagee shall be in addition to, and not in limitation of, any other right or remedy which the mortgagee may have.

The Mortgagor acknowledges to have received from the Mortgagee in connection with the loan herein mentioned, a statement in the English language, showing the amount and date of the loan, the maturity thereof, the nature of the security for the loan, the name and address of the mortgagor, the name and address of the mortgagee, the rate of interest charged and the provisions of Section 15 of Article 58A of the Uniform Small Loan Laws of Maryland.

Description of Mortgaged property:

Make of Auto	Year	Body	Motor Number	Serial Number
De Soto	1947	Conv. Cpe.	S11-136358	5876628

In witness whereof, the mortgagors hereunto set their hands and seals the date of the Chattel Mortgage above set forth.

WITNESS:

Floyd William Dawson (SEAL)

J. Holzen

STATE OF MARYLAND, COUNTY OF PRINCE GEORGES, SS:

I, Catherine M. Kellogg, a notary public in and for the State and County aforesaid, do hereby certify that Floyd W. Dawson, party to a certain chattel mortgage, bearing date the 16th day of March, 1950, hereto annexed, personally appeared before me in said State and County aforesaid, the said Floyd W. Dawson being personally well known to me as (or proved by the oath of credible witnesses to be) the person who executed the aforesaid chattel mortgage, and acknowledged same to be his act and deed.

And at the same time personally appeared before me -- (the wife of ---), a party thereto, the said -- being personally well known to me, (or, proved by the oath of credible witnesses) to be such, and acknowledged the same to be her act and deed.

Given under my hand and seal this 16th day of March, 1950.

(Notarial Seal)

Catherine M. Kellogg, Notary Public.

My Commission Expires May 7th, 1951.

Harry G. Engle, et ux.

Mortgage.

To

Filed and Recorded April 28th 1950 at 8:30 A. M.

Fidelity Savings Bank of Frostburg.

(Stamps 55¢).

THIS MORTGAGE, Made this 27th day of April, 1950, by and between Harry G. Engle and Grace M. Engle, his wife, of Barreilville, Allegany County, in the State of Maryland, Mortgagors, and the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, Mortgagee.

WHEREAS, the said Mortgagors are justly indebted unto the Mortgagee in the full and just sum of Five Hundred Forty-One 66/100 (\$541.66) which is to be repaid in twelve consecutive monthly installments of \$45.15 each, beginning one month from the date hereof at the office of the said Mortgagee.

NOW THIS MORTGAGE WITNESSETH: That in consideration of the premises and of the sum of One Dollar, the said Mortgagors do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground and premises located in Election District 13 of Allegany County, Maryland, known-as being on the North side of the Wellersburg Road in the village of Barreilville, and more fully described in a Deed from Elsie J & Robert E. Leighty, dated Sept. 21, 1946, recorded among the Land Records of Allegany County, Maryland, Liber 211, Folio 380.

TOGETHER with the buildings and improvements thereon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, its successors and assigns, forever, provided that if the said Mortgagors, their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said mortgagee, its successors and assigns, the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that until default be made in the premises the said Mortgagors may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon the said Mortgagors hereby covenant to pay when legally demandable.

AND the said mortgagors further covenant to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said mortgagee may from time to time require, for the use of the mortgagee, in some company acceptable to the mortgagee to the extent of its lien thereon, and to deliver the policy to the mortgagee. But in case of any default or violation of any covenant or condition of this mortgage, then

Compared and Mailed Baltimore, Md. May 5 1950

the entire mortgage debt hereby secured shall at once become due and payable, and the mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of all expenses incident to the sale, including taxes and a commission of eight per cent (8%) to the party making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the mortgagors, their heirs or assigns, and in case of advertisement but no sale, one-half of the above commission shall be paid by the mortgagors, their representatives, heirs or assigns.

WITNESS our hands and seals.

Attest: Ralph M. Race

Harry G. Engle (SEAL)

Grace M. Engle (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 27th day of April, 1950, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Harry G. Engle and Grace M. Engle, his wife, the mortgagors named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act. At the same time also appeared William B. Yates, Treasurer of the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ralph M. Race, Notary Public.

Thomas W. Gracie, Jr., et al.

To

Filed and Recorded April 28th 1950 at 10:15 A. M.

Fidelity Savings Bank of Frostburg.

(Stamps \$6.60).

THIS MORTGAGE, Made this 27th day of April, in the year Nineteen Hundred and Fifty, by and between Thomas W. Gracie, Jr., and Jean B. Gracie, his wife, and Thomas Gracie and Mary Gracie, his wife, of Allegany County, in the State of Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings

Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of Six Thousand Dollars (\$6,000.00) with interest at the rate of five per centum (5%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee, a certain promissory note bearing even date herewith and payable in monthly installments of forty-seven 45/100 Dollars (\$47.45) commencing on the 27th day of May, 1950, and on the 27th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 27th day of April, 1967. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND WHEREAS this mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Thomas W. Gracie, Jr., and Jean B. Gracie, his wife, and Thomas Gracie and Mary Gracie, his wife, do hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

FIRST PARCEL: All that lot, piece or parcel of ground situate, lying and being on the North side of Mt. Pleasant Street, in the Town of Frostburg, Allegany County, Maryland, and particularly described as follows:

BEGINNING for the same at a stake standing at the Eastern intersection of John and Mt. Pleasant Streets, and running thence North 29 degrees East 165 feet, thence South 61 degrees East 49.66 feet, thence South 29 degrees West 165 feet, thence North 61 degrees West 49.66 feet to the place of beginning.

Said parcel of land consisting of parts of Lots Nos. 52, 53 and 51 of G. W. McCulloh's Addition to Frostburg, a plat of which addition is recorded in Liber No. 55, Folio 134, among the Land Records of Allegany County, Maryland.

BEING THE SAME property which was conveyed to the said Thomas W. Gracie, Jr., and Jean B. Gracie, his wife, by deed from Lulu May Stangle and others, executors of the estate of Sarah Roland, deceased, dated November 23, 1946, and recorded in Liber No. 212, Folio 595, among said Land Records. To which deed special reference is hereby made for a further description of said property.

SECOND PARCEL: All that lot and parcel of land situate in the Town of Frostburg, in Allegany County, Maryland, and known as Lot Number Forty-One (41) in G. W. McCulloh's Addition to Frostburg, and more particularly described as follows: to wit:

BEGINNING for lot No. 41 at a stake standing at the end of the first line of Lot No. 40 in said Addition, and running North 61 degrees West 55 feet to 7th Alley, and with it North 29 degrees East 165 feet to Pleasant Street, and with it South 61 degrees East 55 feet to the end of the second line of Lot No. 40, and reversing it South 29 degrees West 165 feet to the beginning.

BEING THE SAME property which was conveyed to the said Thomas Gracie and Mary Gracie, his wife, by deed from Caroline K. Shaffer and others dated July 15, 1937, and recorded in Liber No. 178, Folio 310, one of the Land Records of Allegany County, Maryland. Special reference to which deed is hereby made for a further description of said property.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns in fee simple, forever.

PROVIDED that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply: First, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

TO INSURE FORTHWITH, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand (\$6,000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee or the mortgagee may affect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns, without the mortgagee's consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hands and seals of said mortgagors.

Attest: as to all four signatures:
Ralph M. Race

Thomas W. Gracie, Jr. (SEAL)
Jean B. Gracie (SEAL)
Thomas Gracie (SEAL)
Mary Gracie (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 27th day of April, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Thomas W. Gracie, Jr., and Jean B. Gracie, his wife, and Thomas Gracie and Mary Gracie, his wife, and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared William B. Yates,

Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

(Notarial Seal)

Ralph M. Race, Notary Public.

Rose S. Dowling, et al.

Mortgage.

To

Filed and Recorded April 28th 1950 at 11:10 A. M.

Holsshu Realty Company of Cumberland

(Stamps \$11.55)

THIS MORTGAGE made this 27th day of April, 1950, by and between Rose S. Dowling, unmarried, and Rosalee Thompson, of Allegany County, Maryland, parties of the first part, and Holsshu Realty Company of Cumberland, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are indebted unto the party of the second part in the full and just sum of Ten Thousand Six Hundred Dollars (\$10,600.00) for money this day loaned the parties of the first part and which said principal sum of Ten Thousand Six Hundred Dollars (\$10,600.00) together with interest at the rate of Six per centum (6%) per annum, the parties of the first part hereby agree to repay in monthly payments of not less than Seventy-Five Dollars (\$75.00) during the six months from October to March inclusive and in monthly payments of not less than One Hundred Twenty Five Dollars (\$125.00) during the six months from April to September inclusive, said monthly payments to apply first to interest and the balance to principal and to become due on the first day of each and every month beginning June 1, 1950.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

ALL THAT piece, parcel or lots of ground being located in Election District No. 29 in Allegany County, Maryland, and being known and designated as Lots Nos. 10 and 11 on a certain unrecorded plat of "Mountain View Addition, LaVale, Cumberland, Maryland," said lots being more particularly described as follows, to-wit:

BEGINNING for the same at a stake located at the Northeast corner of the intersection of an unnamed 30 foot street with Park Avenue, it being 918.25 feet distant in an Easterly direction from the intersection of said Park Avenue with Camp Ground Road and running; thence

North 23 degrees 15 minutes West 190 feet to a stake located at the intersection of the said 30-foot unnamed street with the National Pike; thence South 69 degrees 17 minutes West 70 feet to a stake located at the end of the division line between said Lots Nos. 10 and 11 on the Southerly side of said National Pike; thence with said National Pike South 71 degrees 04 minutes West 100 feet to a stake located at the end of the division line between Lots Nos. 11 and 12; thence with said division line South 16 degrees 45 minutes East 187.95 feet to a stake located on the Northerly side of said Park Avenue; thence with said Park Avenue North 75 degrees 30 minutes East 21.85 feet to a stake; thence with said Park Avenue North 71 degrees 04 minutes East 100 feet to a stake; thence with said Park Avenue North 69 degrees 17 minutes East 70 feet to the place of beginning.

IT BEING the same property which was conveyed unto the said Rose Dowling by Anne L. January, formerly Anne L. Henley, by deed dated September 1, 1949, and recorded among the Land Records of Allegany County, Maryland, in Liber 226, Folio 655.

TOGETHER with the building and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

THE PARTIES of the first part do hereby further bargain and sell unto the party of the second part, its successors and assigns, the following equipment and furnishings located on the premises hereinabove described:

1 Kelvinator 9-foot electric refrigerator; 1 bun warmer; 1 Garland range; 1 Bar B Que machine; 10 Duro Chrome stools w/back; 1 Blickman steamtable; 1 Hot Point fry kettle; 4 curb service trays; 2 doz. platters; 2 Cory coffee makers; 1 hot dog machine; 1 Griswold griddle; 4 red 24 x 32 tables, complete; 16 Daystrom chairs; 2 metal steak platters; 1 National pressure roaster; 1 Magalite roaster; 1 #10 Hamilton Beach disher; 1 pie case, 1 hamburger turner; 3 gallon single coffee urns; 1 grill stone; 1 cutlery box; 2 doz. Sherberts; 2 vinegar dispensers; 20 Lloyd chairs; 5 tables 24 x 42 red; 1 saw cutter; 1/2 doz. steak platters; 3 curb service trays; 1 Hamilton Beach mixer; 1 three-door Puffer Hubert Refrigerator; 1 large Neon Display sign attached to building; 1 1940 Chevrolet 1/2 ton Panel truck, Serial No. 14KC-0710444, Motor No. K-3603525.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors and assigns, the aforesaid sum of Ten Thousand Six Hundred Dollars (\$10,600.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

BUT IN CASE of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or James Alfred Avirett, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and

convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Thousand Dollars (\$8,000.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the hands and seals of said mortgagors.

Attest: Robert L. Kifer
Robert L. Kifer

Rose S. Dowling
Rosalee Thompson

(SEAL)
(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 27th day of April, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Rose S. Dowling, unmarried, and Rosalee Thompson and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles G. Holzshu, president of the Holzshu Realty Company of Cumberland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal) Robert L. Kifer, Notary Public.

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James M. Teeter, et ux.

Mortgage.

To
Home Building & Loan Association, Inc.

Filed and Recorded April 28th 1950 at 11:30 A. M.

THIS MORTGAGE, Made this 27th day of April, in the year nineteen hundred and fifty,
by and between James M. Teeter and Elsie L. Teeter, his wife, of Allegany County, in the

State of Maryland, parties of the first part, hereinafter called mortgagors, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

WHEREAS, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand One Hundred and Seventy-Four dollars and Ninety-Five Cents, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of Thirty-Two (\$32) dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying in the city of Cumberland, Allegany County, Maryland, and known as Lots Nos. 419 and 420 on the Plat of Lots of the Humbird Land and Improvement Company's Addition to South Cumberland, said plat being recorded at the end of Liber 73, one of the Land Records of Allegany County, Maryland, each of said lots fronting thirty feet on Mary Street in said Addition with a depth of one hundred and fifty feet to each lot.

This being the same property which was conveyed by Marie McElfish, executrix of Virginia C. Noland, deceased, unto the said James M. Teeter and Elsie L. Teeter, his wife, by deed dated October 28, 1949, and recorded among the Land Records of Allegany County, Maryland, in Liber 226, Folio 703; This being a Purchase Money Mortgage.

The above described property is improved by a frame dwelling house of seven rooms and bath, a stone foundation, slate roof, and by a two-car garage and a wash house, and is known as No. 23 Mary Street, Cumberland, Maryland.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein, free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the

covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said mortgagors, their heirs, executors, administrators and assigns, further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum of three thousand one hundred and seventy-four dollars and ninety-five cents in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition or repaid, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver

as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect thereon and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

WITNESS, the hands and seals of the said mortgagors.

Attest: Rosalie A. Crabtree

James M. Teeter (SEAL)

Elsie L. Teeter (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this -- day of April, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared James M. Teeter and Elsie L. Teeter, his wife, the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Thomas Lohr Richards, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS MY HAND AND NOTARIAL SEAL the day and year aforesaid.

(Notarial Seal)

Rosalie A. Crabtree, Notary Public.

Mortgage.

Albert E. Beckman, et ux.

To

Filed and Recorded April 28th 1950 at 3:30 P. M.

Equitable Life Assurance Society of the U. S.

(Stamps \$9.90).

MORTGAGE ON REAL ESTATE

THIS Mortgage, made this 28th day of April, 1950, by and between Albert E. Beckman and Loretta H. Beckman, his wife, of Allegany County, State of Maryland, parties of the first part and The Equitable Life Assurance Society of the United States, a corporation organized and existing under the laws of the State of New York, having its principal office in the Borough of Manhattan, of the City of New York, party of the second part; the said parties of the first part being hereinafter known and designated as the mortgagors and the said party of the second part being hereinafter known and designated as the mortgagee,

Compared and Attested
To J. Brock Wiley, Allegany
May 8, 1950

WITNESSETH:

WITNESSETH, WHEREAS, the said parties of the first part are justly indebted to the said mortgagee in the sum of Nine Thousand and no/100 dollars (\$9,000.00) and have agreed to pay the same with interest thereon according to the terms of a certain note or obligation bearing even date herewith, providing for the payment thereof in instalments, the first of which is due and payable on the first day of June, 1950,

NOW THEREFORE, in consideration of said loan and for the purpose of securing the payment to the said mortgagee of the same, with the interest thereon, the said mortgagors do hereby bargain, sell, give, grant, convey, release and confirm unto the said mortgagee and to its successors and assigns, forever, the following described property in Cumberland, County of Allegany, State of Maryland, to-wit:

All that property on Johnson Heights in Cumberland, Maryland, and known as Lot No. 5, Block No. 5, as shown on the revised plat of Johnson Heights Addition and recorded in Plat Box No. 130, among the Land Records of Allegany County, Maryland, and the property hereby conveyed being described as follows:

Beginning for the same at a point along the westerly side of Louisiana Avenue at the division line between Lots Nos. 4 and 5 of Block No. 5, said point of beginning being also distant 142 feet measured in a southerly direction from the Southerly side of Prince George Street, and running thence with the westerly side of Louisiana Avenue South 2 degrees 51 minutes West 34 feet to the division line between Lots Nos. 5 and 6 of said block and running thence with the division line and at right angles to Louisiana Avenue North 87 degrees 09 minutes West 130 feet to the Easterly side of a 15-foot alley and with it North 2 degrees 51 minutes East 34 feet to intersect a line drawn North 87 degrees 09 minutes West from the place of beginning, thence reversing said intersecting line, South 87 degrees 09 minutes East 130 feet to the beginning.

IT being the same property which was conveyed to Albert E. Beckman and Loretta H. Beckman, his wife, by John S. Storer and Dorothy S. Storer, his wife, et al., by deed dated the 19th day of April, 1948, and recorded in Liber 220 Folio 78, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, and all and singular the tenements, hereditaments and appurtenances thereof, including all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property including, but without being limited to, all screens, awnings, storm windows and doors, window shades, inlaid floor coverings, shrubbery, plants, stoves, ranges, refrigerators, boilers, tanks, furnaces, radiators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air-conditioning and incinerating equipment of whatsoever kind and nature, except household furniture not specifically enumerated herein, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage.

To have and to hold the above granted premises, with all the rights, improvements and appurtenances thereunto belonging or in any wise appertaining, unto said mortgagee, its successors and assigns, forever. And the said mortgagors covenant that they are seized of an

indefeasible estate in fee simple in said premises and that they have a good right to sell and convey the same as aforesaid; that they are free and clear of all encumbrances and that they will warrant and forever defend the title thereto against the lawful claims of all persons whomsoever.

And it is agreed, that until default be made in the premises, the said Albert E. Beckman and Loretta H. Beckman, his wife, may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon the said Albert E. Beckman and Loretta H. Beckman covenant to pay when legally demandable, and until the same be fully paid will keep in full force and effect that certain policy of life insurance bearing register date May 1, 1950, Numbered AHO 13,159,682 issued by the mortgagee on the life of Albert E. Beckman, and assigned to the mortgagee as collateral security for the payment of the indebtedness secured hereby.

But in case of default being made in payment of the mortgage debt aforesaid, or if the mortgagors shall fail to pay or cause to be paid any of said instalments mentioned in said obligation, according to the terms thereof, or to keep any policy of life insurance held as collateral hereto in full force and effect and such default continue for a period of thirty days, or in case of the actual or threatened demolition or removal of any building erected upon said premises, or in the event the mortgagors shall fail to pay said taxes or assessments, as the same shall respectively become due and payable, or to pay on demand the cost of the insurance when paid by the mortgagee, or any liens or claims which may have accrued or remained thereon, or any interest when due in whole or in part, or in any agreement covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable at the option of the mortgagee, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors and assigns, or F. Brooke Whiting, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Allegany County, Maryland, for cash, and the proceeds arising from such sale to apply first: to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Albert E. Beckman and Loretta H. Beckman, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs and assigns.

This mortgage is made, however, subject to the following covenants, conditions and agreements that is to say:

1. If the mortgagors shall pay the indebtedness in monthly instalments as hereinbefore provided, and shall in all things do and perform all other acts and agreements by them herein agreed to be done, then and in that event only, this mortgage shall be and become null and void. And thereupon the mortgagee will enter, or cause to be entered, upon the records where said mortgage is recorded, satisfaction thereof, the expense of which the mortgagors or assigns agree to pay.

2. So long as any of the indebtedness hereby secured shall remain outstanding

and unpaid, the mortgagors agree to keep said premises and improvements in good condition and repair, and to pay all taxes and assessments and other charges that may be levied or assessed upon or against the same or which may be imposed upon the mortgagee in Maryland by reason of this mortgage investment, or upon the mortgage or obligation accompanying the same, or the debt hereby secured, as well as any specific mortgage tax now or hereafter imposed by law in Maryland, upon said obligation and this mortgage, and as the same become due and payable; and all other debts that may become liens upon or charges against said property for repairs or for improvements that are now, or that may hereafter be made thereon, and not to permit any lien to accrue and remain on said premises or any part thereof, or on the improvements upon the same, which might take precedence over the lien of this conveyance.

3. Upon the failure by the mortgagors to pay any of said taxes or assessments or the passage by the State of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the mortgagee, or upon the rendering by any Court of last resort of a decision that the undertaking by the mortgagors as herein provided to pay any taxes or assessments is legally inoperative, then and in any such event the debt hereby secured, without deduction, shall, at the option of the mortgagee, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law heretofore enacted or hereafter enacted.

4. The mortgagors herein further agree to keep said improvements on the above described property unceasingly insured against loss by fire and if required, against loss by tornado, in some reliable insurance company or companies satisfactory to the mortgagee to their full insurable value, which shall not be less than Nine Thousand Dollars, until the indebtedness hereby secured is fully paid; all policies to be written without any co-insurance clause, to be deposited with the mortgagee premiums paid, and the loss (if any) to be payable to the mortgagee as its interest may appear. The mortgagors also agree to deliver all renewal policies, premiums paid, to the mortgagee at its office in the City of New York, at least three days before the expiration of the old policies. In case of loss and payment by any insurance company, the amount of the insurance money paid shall be applied either on the indebtedness secured hereby or in rebuilding or restoring the damaged building as the mortgagee may elect.

5. And in the event the mortgagors fail to insure said property or to deliver the policies as herein agreed, or to pay the taxes or assessments which may be assessed against the same, or the liens or claims which may accrue or remain thereon, the mortgagee or assigns are hereby authorized at their election to insure the same and pay the cost of such insurance, and also to pay said taxes, liens and claims, or any part thereof, and the mortgagors hereby agree to refund on demand the sum or sums so paid, with interest thereon at the rate of six per centum per annum, and this mortgage shall stand as security therefor; and any such sum or sums so paid shall become a part of the indebtedness hereby secured.

6. The mortgagee may resort for the payment of the indebtedness secured hereby to its several securities therefor in such order and manner as it may think fit, and may at any time release said policy of life insurance as collateral security for the payment of the indebtedness secured hereby without regard to the consideration for such release and/or may accept a new policy of life insurance in place thereof for such amount and in such form as it may require without being accountable for so doing to any other lienor, and it is expressly understood and agreed that if said policy shall be cancelled or released and a new policy shall be substituted in place thereof, the mortgagors shall keep such new policy in full force and effect until the indebtedness secured hereby is fully paid and satisfied and in default thereof

the entire indebtedness secured hereby shall, at the option of the mortgagee, become due and payable forthwith and without notice.

7. It is expressly understood and agreed, that this mortgage shall become due and payable forthwith at the option of the mortgagee if the mortgagors shall convey away said mortgaged premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever.

8. It is also understood and agreed that in the event of the death of the insured, the entire indebtedness hereby secured shall thereupon become due and payable, and such sum for which the mortgagee may be legally liable on said policy of life insurance or any policy substituted in place thereof, or any policy held as collateral hereto, or any dividends, dividend additions or dividend accumulations in connection with any policy held as collateral hereto, shall be applied on account of the indebtedness hereby secured; and in case a surplus shall remain after liquidating said indebtedness, it shall be paid over to whoever is lawfully entitled thereto.

9. It is further agreed that all the covenants and agreements of the mortgagors herein contained shall extend to and bind their executors, administrators, heirs and assigns and shall inure to the benefit of the mortgagee, its successors and assigns.

Witness the hands and seals of said mortgagors.

Attest:

Ethel McCarty

Albert E. Beckman (SEAL)

Loretta H. Beckman (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 28th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County personally appeared Albert E. Beckman and Loretta H. Beckman, his wife, the within named mortgagors and did acknowledge the foregoing to be their act and deed. And, at the same time, before me, also personally appeared F. Brooke Whiting, agent and attorney for the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth, and the said F. Brooke Whiting further and in like manner affirms that he is attorney and agent for the within named mortgagee and that he has authority to make this affidavit.

In witness whereof I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(Notarial Seal)

Ethel McCarty, Notary Public.

Mortgage.

Richard M. Johnson, et ux.

To

Equitable Life Assurance Society of the U. S.

Filed and Recorded April 29th 1950 at 11:30 A. M.

(Stamps \$6.60)

MORTGAGE ON REAL ESTATE

THIS MORTGAGE, made this 29th day of April, 1950, by and between Richard M. Johnson and Jeannette C. Johnson, his wife, of Allegany County, State of Maryland, parties

Compared & Mailed Delivered
To F. Brooke Whiting City of Md.
May 5 1950

of the first part and The Equitable Life Assurance Society of the United States, a corporation organized and existing under the Laws of the State of New York, having its principal office in the Borough of Manhattan, of the City of New York, party of the second part; the said parties of the first part being hereinafter known and designated as the mortgagors, and the said party of the second part being hereinafter known and designated as the mortgagee, WITNESSETH:

WITNESSETH, WHEREAS, the said Richard M. Johnson and Jeannette C. Johnson are indebted to the said mortgagee in the sum of Six Thousand Dollars (\$6000.00) and have agreed to pay the same with interest thereon, according to the terms of a certain note or obligation bearing even date herewith, providing for the payment thereof in instalments, the first of which is due and payable on the first day of June, 1950.

NOW THEREFORE, in consideration of said loan and for the purpose of securing the payment to the said mortgagee of the same, with the interest thereon, the said mortgagors do hereby bargain, sell, give, grant, convey, release and confirm unto the said mortgagee and to its successors and assigns, forever, the following described property in Allegany County of Maryland, State of Maryland, to-wit:

All those lots, pieces or parcels of ground known and designated as part of Lots Nos. 19, 20 and 21 in the Annex to National Highway Addition, said parcels being on the Northerly side of La Vale Terrace, La Vale, Allegany County, Maryland, which said parcels are more particularly described as a whole as follows:

Beginning for the same at the intersection formed by the Westerly side of Orchard Road with the Northerly side of La Vale Terrace, said point of beginning being also distant 780 feet measured in a westerly direction along the northerly side of said La Vale Terrace from its intersection with the westerly side of La Vale Street and running thence with the northerly side of La Vale Terrace South 42 degrees 20 minutes West 125 feet, then at right angles to La Vale Terrace North 47 degrees 40 minutes West 95 feet, then parallel with La Vale Terrace North 42 degrees 20 minutes East 125 feet to the westerly side of Orchard Road and then with the Westerly side thereof South 47 degrees 40 minutes East 95 feet to the place of beginning.

It being the same property which was conveyed to Richard M. Johnson and Jeannette C. Johnson, his wife, by Cumberland Realty and Storage Company, by deed dated December 6, 1949, and recorded in Liber 227, Folio 260, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, and all and singular the tenements, hereditaments and appurtenances thereof, including all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property, including, but without being limited to, all screens, awnings, storm windows and doors, window shades, inlaid floor coverings, shrubbery, plants, stoves, ranges, refrigerators, boilers, tanks, furnaces, radiators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air-conditioning and incinerating equipment of whatsoever kind and nature, except household furniture not specifically enumerated herein, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage.

TO HAVE AND TO HOLD the above granted premises, with all the rights, improvements and appurtenances thereunto belonging or in anywise appertaining, unto said mortgagee, its successors and assigns, forever. And the said mortgagors covenant that they are seized of an indefeasible estate in fee simple in said premises and that they have a good right to sell and convey the same as aforesaid; that they are free and clear of all encumbrance and that they will warrant and forever defend the title thereto against the lawful claims of all persons whomsoever.

And it is agreed, that until default be made in the premises, the said Richard M. Johnson and Jeannette C. Johnson, his wife, may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon the said Richard M. Johnson and Jeannette C. Johnson, his wife, covenant to pay when legally demandable, and until the same be fully paid will keep in full force and effect that certain policy of life insurance bearing register Date March 1, 1950, Numbered AHO 13149341, issued by the mortgagee on the life of Richard M. Johnson, and assigned to the mortgagee as collateral security for the payment of the indebtedness secured hereby.

But in case of default being made in payment of the mortgage debt aforesaid, or if the mortgagors shall fail to pay or cause to be paid any of said instalments mentioned in said obligation, according to the terms thereof, or to keep any policy of life insurance held as collateral hereto in full force and effect and such default continue for a period of thirty days, or in case of the actual or threatened demolition or removal of any building erected upon said premises, or in the event the mortgagors shall fail to pay said taxes or assessments, as the same shall respectively become due and payable, or to pay on demand the cost of the insurance when paid by mortgagee, or any liens or claims which may have accrued or remained thereon, or any interest when due in whole or in part, or in any agreement covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured

shall at once become due and payable at the option of the mortgagee, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors and assigns, or F. Brooke Whiting, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Allegany County, Maryland, for cash, and the proceeds arising from such sale to apply first: to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Richard M. Johnson and Jeannette C. Johnson, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs and assigns.

This mortgage is made, however, subject to the following covenants, conditions and agreements that is to say:

1. If the mortgagors shall pay the indebtedness in monthly instalments as hereinbefore provided, and shall in all things do and perform all other acts and agreements by them herein agreed to be done, then and in that event only, this mortgage shall be and become null and void. And thereupon the mortgagee will enter, or cause to be entered, upon the records where said mortgage is recorded, satisfaction thereof, the expense of which the

mortgagors or assigns agree to pay.

2. So long as any of the indebtedness hereby secured shall remain outstanding and unpaid, the mortgagors agree to keep said premises and improvements in good condition and repair, and to pay all taxes and assessments and other charges that may be levied or assessed upon or against the same or which may be imposed upon the mortgagee in Maryland by reason of this mortgage investment, or upon the mortgage or obligation accompanying the same, or the debt hereby secured, as well as any specific mortgage tax now or hereafter imposed by law in Maryland, upon said obligation and this mortgage, and as the same become due and payable; and all other debts that may become liens upon or charges against said property for repairs or for improvements that are now, or that may hereafter be made thereon, and not to permit any lien to accrue and remain on said premises or any part thereof, or on the improvements upon the same, which might take precedence over the lien of this conveyance.

3. Upon the failure by the mortgagors to pay any of said taxes or assessments or the passage by the State of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the mortgagee, or upon the rendering by any Court of last resort of a decision that the undertaking by the mortgagors as herein provided to pay any taxes or assessments is legally inoperative, then and in any such event the debt hereby secured, without deduction, shall, at the option of the mortgagee, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law heretofore enacted or hereafter enacted.

4. The mortgagors herein further agree to keep said improvements on the above described property unceasingly insured against loss by fire and if required, against loss by tornado, in some reliable insurance company or companies satisfactory to the mortgagee to their full insurable value, which shall not be less than Six Thousand Dollars, until the indebtedness hereby secured is fully paid; all policies to be written without any co-insurance clause, to be deposited with the mortgagee premiums paid, and the loss (if any) to be payable to the mortgagee as its interest may appear. The mortgagors also agree to deliver all renewal policies, premiums paid, to the mortgagee at its office in the City of New York, at least three days before the expiration of the old policies. In case of loss and payment by any insurance company, the amount of the insurance money paid shall be applied either on the indebtedness secured hereby or in rebuilding or restoring the damaged building, as the mortgagee may elect.

5. And in the event the mortgagors fail to insure said property or to deliver the policies as herein agreed, or to pay the taxes or assessments which may be assessed against the same, or the liens or claims which may accrue or remain thereon, the mortgagee or assigns, are hereby authorized at their election to insure the same and pay the cost of such insurance, and also to pay said taxes, liens and claims, or any part thereof, and the mortgagors hereby agree to refund on demand the sum or sums so paid, with interest thereon at the rate of six per centum per annum, and this mortgage shall stand as security therefor; and any such sum or sums so paid shall become a part of the indebtedness hereby secured.

6. The mortgagee may resort for the payment of the indebtedness secured hereby to its several securities therefor in such order and manner as it may think fit, and may at any time release said policy of life insurance as collateral security for the payment of the indebtedness secured hereby without regard to the consideration for such release and/or may accept a new policy of life insurance in place thereof for such amount and in such form as it may require without being accountable for so doing to any other lienor, and it is expressly understood and agreed that if said policy shall be cancelled or released and a new

policy shall be substituted in place thereof, the mortgagors shall keep such new policy in full force and effect until the indebtedness secured hereby is fully paid and satisfied and in default thereof the entire indebtedness secured hereby shall, at the option of the mortgagee, become due and payable forthwith and without notice.

7. It is expressly understood and agreed, that this mortgage shall become due and payable forthwith at the option of the mortgagee if the mortgagors shall convey away said mortgaged premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever.

8. It is also understood and agreed that in the event of the death of the insured the entire indebtedness hereby secured shall thereupon become due and payable, and such sum for which the mortgagee may be legally liable on said policy of life insurance or any policy substituted in place thereof, or any policy held as collateral hereto, or any dividends, dividend additions or dividend accumulations in connection with any policy held as collateral hereto, shall be applied on account of the indebtedness hereby secured; and in case a surplus shall remain after liquidating said indebtedness, it shall be paid over to whoever is lawfully entitled thereto.

9. It is further agreed that all the covenants and agreements of the mortgagors herein contained shall extend to and bind their executors, administrators, heirs and assigns and shall inure to the benefit of the mortgagee, its successors and assigns.

Witness the hands and seals of said mortgagors.

Attest: Ethel McCarty

Richard M. Johnson (SEAL)

Jeannette C. Johnson (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 29th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Richard M. Johnson and Jeannette C. Johnson, his wife, the within named mortgagors, and did acknowledge the foregoing to be their act and deed, And at the same time before me also personally appeared F. Brooke Whiting, agent and attorney for the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and the said F. Brooke Whiting further and in like manner affirms that he is the attorney and agent for the within named mortgagee and that he has authority to make this affidavit.

In witness whereof I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(Notarial Seal)

Ethel McCarty, Notary Public.

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Bowling Green Volunteer Fire Department, Inc.

Mortgage.

To

Filed and Recorded April 29" 1950 at 8:55 A.M.

W. Wallace McKaig

(Stamps \$5.50)

THIS MORTGAGE, made this 28th day of April, in the year Nineteen Hundred and Fifty by and between Bowling Green Volunteer Fire Department, Inc., a corporation duly incorporated under the laws of the State of Maryland, hereinafter called Mortgagor, which expression shall include its heirs, personal representatives, successors and assigns, where the context so admits or requires, of Allegany County, State of Maryland, party of the first part and W. Wallace McKaig, hereinafter called Mortgagee, which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said party of the first part is justly and bona fide indebted unto the said party of the second part, in the full sum of Five Thousand Dollars (\$5,000.00), which said indebtedness, together with the interest thereon at the rate of six per centum (6%) per annum, is payable three (3) years after date hereof. The said Mortgagor hereby covenants and agrees to make payments on or about August 15th of each year, beginning August 15, 1950, in the amount of not less than Six Hundred Seventy-Five Dollars (\$675.00). The interest at the rate aforesaid shall be computed and deducted from said payments and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

This mortgage is executed to secure a Promissory Note, bearing even date and tenor herewith.

The obligation as evidenced by this mortgage was duly authorized at a meeting of the membership of Bowling Green Volunteer Fire Department, Inc., held at the Fire Hall, in Bowling Green, Allegany County, Maryland, on April 17, 1950.

NOW THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor does hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee, the following property, to-wit:

All those certain pieces or parcels of ground situated in Cover's Addition, Bowling Green, Allegany County, Maryland, known as Lots Nos. 33, 34, 35^{and} 36 and being a part of the land conveyed to Ralph G. Cover, by deed of Lulu L. Long, dated the 22nd day of September, 1946, and recorded in Liber No. 211, Folio 29, one of the Land Records of Allegany County, Maryland, and more particularly described as follows, to-wit:

Lot No. 33: Beginning at the end of the third line of Lot No. 32 and thence reversing said third line, North 7 degrees 20 minutes West 100 feet to a 15-foot alley, thence with said alley, North 82 degrees 40 minutes East 40 feet, thence South 7 degrees 20 minutes East 100 feet to the northerly line of Walnut street, thence with said northerly line, South 82 degrees 40 minutes West 40 feet to the beginning.

Lot No. 34: Beginning at the end of the third line of Lot No. 33 and thence reversing said third line, North 7 degrees 20 minutes West 100 feet to a 15-foot alley, thence with said alley, North 82 degrees 40 minutes East 40 feet, thence South 7 degrees 20 minutes East 100 feet to the northerly line of Walnut Street, thence with said northerly line, South 82 degrees 40 minutes West 40 feet to the beginning.

Lot No. 35: Beginning at the end of the third line of Lot No. 34 and thence reversing said third line, North 7 degrees 20 minutes West 100 feet to a 15-foot alley, thence with said alley, North 82 degrees 40 minutes East 40 feet, thence South 7 degrees 20 minutes East

100 feet to the northerly line of Walnut Street, thence with said northerly line, South 82 degrees 40 minutes West 40 feet to the beginning.

Lot No. 36: Beginning at the end of the third line of Lot No. 35 and thence reversing said third line, North 7 degrees 20 minutes West 100 feet to a 15-foot alley, thence with said alley, North 82 degrees 40 minutes East 40 feet, thence South 7 degrees 20 minutes East 100 feet to the northerly line of Walnut street, thence with said northerly line, South 82 degrees 40 minutes West 40 feet to the beginning.

IT being the same property which was conveyed unto the said Mortgagor by Ralph G. Cover, et ux., by deed dated September 1, 1949, and recorded in Liber 226, Folio 647, of the Land Records of Allegany County, Maryland.

AND WHEREAS this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland, passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said mortgagor shall pay to the said mortgagee the aforesaid Five Thousand Dollars (\$5,000.00) and in the meantime shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said mortgagee or George R. Hughes, duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in --- if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, the improvements on the hereby mortgaged land to an amount of at least Five Thousand (\$5,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagor:

Attest: Lewie C. Millholland, Jr.
Secretary.
(Corporate Seal)

BOWLING GREEN VOLUNTEER FIRE DEPARTMENT, INC.
By Paul G. Ross,
President.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I hereby certify that on this 28th day of April, in the year 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Paul G. Ross, president of Bowling Green Volunteer Fire Department, Inc., a corporation of the state of Maryland, the within named Mortgagor, and acknowledged the foregoing mortgage to be said corporation's act and deed. And, at the same time, before me, also personally appeared W. Wallace McKaig, the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

Betty June Beachy, Notary Public.

Worthington L. Everett, et al.

Chattel Mortgage.

To

Filed and Recorded April 29th 1950 at 8:30 A. M.

Family Finance Corporation.

Account No. 16,733 - Actual amount of this loan \$300.00 - Cumberland, Md. April 27, 1950.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Mortgagors do by these presents bargain, sell and convey to Family Finance Corporation, Vogel Building, 121 Balto. Street, Cumberland, Maryland, for and in consideration of a loan, receipt of which is hereby acknowledged by mortgagore in the sum of Three Hundred & no/100 dollars (\$300.00) as evidenced by a certain promissory note of even date payable in 19 successive monthly instalments of \$20.16 each; which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which instalments shall be payable thirty (30) days from the date hereof, together with a final instalment covering any unpaid principal balance, including interest, which instalment is due and owing twenty months from the date hereof; the personal property described as follows:

A certain motor vehicle, complete with all attachments and equipment, now located at Route #3, Bedford Road, in the City of Cumberland, County of Allegany, State of Maryland, to wit:

Make	Model	Year	Engine No.	Factory No.
Ford	Tudor	1938	54-418212	54-418212

All the furniture, household appliances and equipment, and all other goods and chattels now located in or about Mortgagors' residence at Route #3, Bedford Road, in the City of Cumberland, County of Allegany, Maryland:

1 DeWald table radio A500, 1 Rocker chair; 1 straight chair, 1 coffee table, 1 lamp table; 1 kitchen cabinet; 4 chairs and table; 1 ice refrigerator; 1 Modern Sound coal and wood stove; 1 occasional table; 1 congolesum rug; 1 utility cabinet; 1 metal bed; 1 metal bed, 1

painted dresser, 1 straight chair, 1 single day bed; 1 congolesum rug; 1 work stand. including all cooking and washing utensils, pictures, fittings, linens, china, crockery, musical instruments and household goods of every kind and description now located in or about the Mortgagore's residence indicated above.

TO HAVE AND TO HOLD, all and singular the said personal property unto said Mortgagee, its successors and assigns, forever.

MORTGAGORS COVENANT that they exclusively own and possess said personal property, and that there is no lien, claim, encumbrance or conditional purchase title against said personal property or any part thereof, except --- None.

PROVIDED NEVERTHELESS, that if the mortgagors shall well and truly pay unto the said mortgagee, the said sum as above indicated, the actual amount of money lent and paid to the undersigned, borrower, according to the terms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything herein shall cease and be void; otherwise to remain in full force and effect.

Mortgagors covenant that they will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successors and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

It is further agreed and understood that if the Mortgagee so requires the security shall be kept insured at the expense of the Mortgagors during the term of this mortgage.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagor; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagors at their last known address, notifying them that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successors and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which mortgagee, its successor and assigns is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

If this mortgage includes a motor vehicle, the mortgagors covenant that they will at their own cost and expense procure such insurance of the property as may be legally required by the mortgagee in a reasonable amount and with an insurance company duly qualified to act in this state; such insurance to name the Mortgagee as co-insured or shall have attached to the policy or policies a mortgagee loss payable clause, and keep such insurance in effect for the duration of this mortgage. Said policies and the certificates thereof shall be delivered to the mortgagee. Should the mortgagors fail to obtain insurance as required above, or fail to keep such insurance in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns, the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said mortgagor(s).

WITNESS: Worthington Leo Everett

Beatrice L. Everett (SEAL)

WITNESS: E. F. Hoban

Worthington Leo Everett (SEAL)

WITNESS: B. E. Bittner

STATE OF MARYLAND, CITY/COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 27th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared Worthington L. Everett the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And, at the same time, before me also personally appeared --- Agent for the within named Mortgagee and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the mortgagee and duly authorized by said mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Ember D. Johnson, Notary Public.

Elizabeth A. Humbertson, et vir.

Chattel Mortgage.

To

Filed and Recorded May 1, 1950 at 8:30 A. M.

Family Finance Corporation

Account No. 16,739 - Actual amount of this loan \$300.00

Cumberland, Maryland, April 29, 1950.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned mortgagors do by these presents bargain, sell and convey to Family Finance Corporation, Vogel building, 121 Balto. Street, Cumberland, Maryland, for and in consideration of a loan, receipt of which is hereby acknowledged by Mortgagors, in the sum of Three Hundred and no/100 Dollars (\$300.00) as evidenced

by a certain promissory note of even date payable in 19 successive monthly instalments of \$20.16 each; which includes interest at the rate of three per centum (3%) per month on the unpaid principal balance, the first of which instalments shall be payable thirty (30) days from the date hereof, together with a final instalment covering any unpaid principal balance, including interest, which instalment is due and owing twenty months from the date hereof; the personal property described as follows:

A certain motor vehicle, complete with all attachments and equipment, now located at -- in the City of --- County of --- State of Maryland, to-wit: -----

All the furniture, household appliances and equipment, and all other goods and chattels now located in or about Mortgagors' residence at Route #1, in the City of Oldtown, County of Allegany, Maryland;

1 Silvertone portable radio; 1 wine studio couch, 1 Kenmore coal heater, 1 brown easy chair; 1 walnut buffet, 10 red & white chairs; 1 Maytag electric washer; 1 Montgomery Ward coal stove; 1 table, 1 kitchen cabinet; 1 double iron bed; 2 double metal beds; 1 green dresser; 1 Domestic sewing machine; 1 green rocking chair; 1 Imperial plow; 1 McCormick harrow; 1 Ford Tractor; 1 Cursey cow named Betsy.

including all cooking and washing utensils, pictures, fittings, linens, china, crockery, musical instruments and household goods of every kind and description now located in or about the Mortgagors' residence indicated above.

TO HAVE AND TO HOLD, all and singular, the said personal property unto said Mortgagee, its successors and assigns, forever.

Mortgagors covenant that they exclusively own and possess said personal property, and that there is no lien, claim, encumbrance or conditional purchase title against said personal property or any part thereof, except Second National Bank \$542.88.

PROVIDED, nevertheless, that if the mortgagors shall well and truly pay unto the said Mortgagee the said sum as above indicated, the actual amount of money lent and paid to the undersigned borrower, according to the terms of and as evidenced by that certain promissory note of even date herewith above referred to; then these presents and everything herein shall cease and be void; otherwise to remain in full force and effect.

Mortgagors covenant that they will not remove said motor vehicle from the state of Maryland or said other mortgaged personal property from the above described premises without consent in writing of Mortgagee, its successors and assigns, herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee, its successor and assigns, at any time.

It is further agreed and understood that if the mortgagee so requires the security shall be kept insured at the expense of the mortgagor during the term of this mortgage.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to mortgagor; after such possession under the terms hereof, mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days'

as hereinafter set forth, the said Mortgagor doth hereby bargain and sell unto the said Mortgagee the following described personal property and '37 Buick 4 Dr. Sedan, located at 614 N. Mechanic St. & 16 S Mechanic St., in said city of Cumberland, County of Allegany, in said State of Maryland, that is to say:

Security located at 614: North Mechanic St:

1 8 tube flr. Model Radio; 1 5-pc. walnut bedroom suite; 1 Copeland electric refrigerator; 3 wooden beds; 3 dressers; 2 overstuffed settees; 2 overstuffed chairs; 1 5-piece enamel breakfast set; 1 dining room table; 6 dining room chairs; 1 G. E. electric washing machine; 1 Crosley electric refrigerator.

Security located at 16 South Mechanic St:

2 Pepsi Cola Coolers; 6 booths, complete; 1 28-foot counter; 14 stools, 1 National cash register; 1 lot kitchen equipment, complete; 1 cooking range.

1 1937 Buick 4 Dr Sedan. Engine #63163800 Serial #2998337.

and, in addition thereto, all other goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter acquired by the mortgagor and kept or used in or about the premises or commingled with or substituted for any chattels herein mentioned.

TO HAVE AND TO HOLD the same unto the said Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if the said Mortgagor shall pay or cause to be paid to the said Mortgagee, its successors and assigns, at its or their regular place of business, the aforesaid principal sum of Three Hundred Dollars (\$300.00), in 18 successive monthly installments of Twenty-One .81 Dollars (\$21.81) each, which includes interest before and after maturity at the rate of 3% per month on the unpaid principal balances, the first of which installments shall be payable on the 4th day of June, 1950, together with a final installment covering any unpaid balance, including interest as aforesaid, which installment shall be payable on the 4th day of November, 1951, then these presents shall be void.

The Mortgagor covenants that he or she exclusively owns and possesses said mortgaged personal property and that there is no lien, claim or encumbrance or conditional purchase title against the same; that he or she will not remove said mortgaged personal property from the above described premises without the consent in writing of the Mortgagee herein, and that said mortgaged personal property shall be subject to view and inspection by Mortgagee at any time.

In the event of default in any of the covenants ^{or conditions} hereof, or if the Mortgagor sell or offer to sell said mortgaged personal property, or any part thereof, then the entire remaining unpaid principal, together with interest as aforesaid, shall immediately become due and payable at the option of the mortgagee, without prior demand, and said Mortgagee shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof, wherever found, without any liability on the part of the Mortgagee to the Mortgagor; after such possession under the terms hereof, the Mortgagee agrees to sell the mortgaged personal property upon the following terms and conditions:

The Mortgagee will give not less than twenty (20) days' notice in writing by registered mail to the Mortgagor at his or her last known address, notifying him or her that Mortgagee will cause the mortgaged personal property to be sold at public auction at the expense of the Mortgagee (including auctioneer's fees, storage and other expenses of sale) by a duly licensed auctioneer to the highest cash bidder, therefore, at a time and the place designated in said

notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, the Mortgagee may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which the mortgagor resides or in the City or County in which the Mortgagee is licensed, whichever the Mortgagee shall elect. At any time prior to said sale, the Mortgagor may obtain possession of the said mortgaged personal property upon payment to the said mortgagee of the balance due thereon together with any unpaid interest.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which the Mortgagee may have.

The Mortgagor acknowledges to have received from the Mortgagee, in connection with the loan herein mentioned, a statement in the English language, showing the amount and date of the loan, the maturity thereof, the nature of the security for the loan, the name and address of the Mortgagor, the name and address of the Mortgagee, the rate of interest charged and the provisions of Section 14 of Article 58A of the Uniform Small Loan laws of Maryland.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY WHEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS: Virginia C. Beall

Gregory Dendrenos (SEAL)

STATE OF MARYLAND, CITY/COUNTY OF CUMBERLAND/ALLEGANY, TO WIT:

I HEREBY CERTIFY that on this 28th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city/county aforesaid, personally appeared Gregory Dendrenos, the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be his act. And, at the same time, before me also personally appeared --- Attorney in fact of Irving Millenson, t/a Millenson Company, the within named Mortgagee, and made oath in due form of law, that the consideration set forth in the within mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Virginia C. Beall, Notary Public.

Frederick W. Hamilton, et ux.

Mortgage.

To

Filed and Recorded April 29" 1950 at 8:50 A. M.

Liberty Trust Company.

MARYLAND MORTGAGE

This Mortgage, made this 28th day of April, A. D. 1950, by and between Frederick W. Hamilton and Louise L. Hamilton, his wife, of Allegany County, in the State of Maryland, hereinafter called the Mortgagor, and a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee, known as THE LIBERTY TRUST COMPANY, CUMBERLAND, MARYLAND.

To Maryland City May 10 1950

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, in the principal sum of Eight Thousand Five Hundred Dollars (\$8,500.00) with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of THE LIBERTY TRUST COMPANY, in Cumberland, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the mortgagor, in monthly installments of Fifty-One and 51/100 dollars (\$51.51) commencing on the first day of June, 1950, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 1970. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

AND WHEREAS, this mortgage shall also secure future advances so far as legally permissible at the date hereof,

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof with interest, should be secured by the execution of these presents.

NOW THEREFORE, this mortgage witnesseth, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all the following described property in Allegany County, in the State of Maryland, to-wit:

All that part and parcel of land lying and situated on the South side of Avirett Avenue, in Avirett Place, a subdivision of part of Rose Hill Addition to Cumberland, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at the end of a line drawn South 83 degrees 15 minutes East 103 feet from the intersection of the Southerly side of Avirett Avenue with the Easterly side of Allegany Street, and running thence with Avirett Avenue, South 83 degrees 15 minutes East 33 feet to a point; thence South 7 degrees 25 minutes West 75 feet to a point on the North side of Garage Lane; thence with the North side of said Lane, North 83 degrees 15 minutes West 33 feet to a point; thence North 7 degrees 25 minutes East 75 feet to the place of beginning; it being all of Lot No. 13 and the East two (2) feet of Lot No. 12 and the West one (1) foot of Lot No. 14 on the plat of the said Avirett Place, filed among the Land Records of Allegany County, Maryland, in Liber 135, Folio 729.

It being the same property which was conveyed unto the said Mortgagors by Clarence M. Sheets et ux., by deed dated April - 1950, and duly recorded among the Land Records of Allegany County, Maryland.

This mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

Together with all buildings and improvements now and hereafter on said land, and the rents, issues and profits of the above described property, (provided, however, that the mortgagor shall be entitled to collect and retain the said rents, issues and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned.

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (It being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the mortgagor will pay to the mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rent, if any, taxes, special assessments, fire and other hazard-insurance premiums;

(II) interest on the mortgage debt secured hereby; and

(III) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of the installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at

any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining in the funds accumulated under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain fire and such other hazard insurance as the Mortgagee may require on the improvements now or hereafter on said premises, but shall not be required to maintain amounts in excess of the aggregate unpaid indebtedness secured hereby, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss, Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In

event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the mortgagee shall be entitled, without notice to the mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of sixty (60) days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said mortgagee, its successors and assigns, or George R. Hughes, its attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Allegany County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of fifty dollars (\$50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of said Mortgagee under this mortgage, whether the same shall have matured or not; third to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

And the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Allegany County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any

provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgager(s) on the day and year first above written.

WITNESS: Thomas L. Keech Frederick W. Hamilton (SEAL)
Louise L. Hamilton (SEAL)

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this 28th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frederick W. Hamilton and Louise L. Hamilton, his wife, the above named Mortgagors, and each acknowledged the foregoing Mortgage to be their act.

At the same time also personally appeared Charles A. Fiper, the president of the within body corporate, Mortgagee, and made oath in due form of law, that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.
(Notarial Seal)

Geo. A. Siebert, Notary Public.

Lester L. Valentine, et ux.

and

Charles F. McElfish, et ux.

Assumption of Prior Mortgage.

Filed and Recorded May 1, 1950 at 3:15 P. M.

Assumption of Prior Mortgage

FOR VALUE RECEIVED, The undersigned purchasers and grantees in the deed of property located in Election District No. 5 in Bowman's Cumberland Valley Addition to Cumberland, Allegany County, Maryland (said property now covered by and particularly described in a mortgage dated March 6, 1946, and recorded among the Mortgage Records of Allegany County, Maryland, in Liber No. 179, Folio 638, from Charles F. McElfish and Naomi L. McElfish, his wife, to the Peoples Bank of Cumberland, Maryland, which mortgage was assigned by said Peoples Bank of Cumberland, Maryland, to the Fidelity Savings Bank of Frostburg, Allegany County, Maryland, on July 23, 1946) do hereby covenant and agree with the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, its successors and assigns, to assume and pay the principal debt and interest secured by aforesaid Mortgage, in accordance with the terms of

said Mortgage, to the same extent as if said undersigned had been the mortgagor making the covenants therein contained; nothing, however, to be construed as releasing, impairing or in any manner affecting any rights of said Bank against said Mortgagors, nor as an agreement by said Bank to substitute this obligation for the obligation of said mortgagors, or to alter or extend the time or manner of performance of said covenants of said Mortgage.

AS WITNESS our hands and seals this 29th day of April, 1950.

Attest: Edith Holder Lester L. Valentine (SEAL)
Hilda S. Valentine (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County aforesaid, personally appeared Lester L. Valentine and Hilda S. Valentine, his wife, the persons named in the foregoing Assumption of Mortgage, satisfactorily proven to be the persons whose names are subscribed in the foregoing instrument, and they acknowledged the foregoing instrument to be their act and deed and that they executed the same for the purpose therein contained.

WITNESS MY HAND AND NOTARIAL SEAL.

(Notarial Seal) Edith Holder, Notary Public.

We, Charles F. McElfish and Naomi L. McElfish, his wife, do authorize the Bank to allow Lester L. Valentine and Hilda S. Valentine, his wife, to assume our Mortgage as heretofore stated, with the understanding that we are also to remain liable on the conditions, covenants, etc. as set forth in said Mortgage hereinbefore referred to.

Attest: Edith Holder Charles F. McElfish (SEAL)
Naomi L. McElfish (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY That on this 29th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County aforesaid, personally appeared Charles F. McElfish and Naomi L. McElfish, his wife, and each acknowledged the foregoing instrument to be their respective act and deed and that they executed the same for the purposes therein contained.

As Witness my hand and Notarial Seal.

(Notarial Seal) Edith Holder, Notary Public.

Mortgage.

Lester L. Valentine et ux.

To

Filed and Recorded May 1, 1950 at 3:15 P. M.

Charles F. McElfish, et ux.

THIS PURCHASE MONEY MORTGAGE, Made this 29th day of April, in the year Nineteen Hundred and Fifty, by and between Lester L. Valentine and Hilda S. Valentine, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Charles F. McElfish

and Naomi L. McElfish, his wife, of Allegany County, in the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the parties of the second part in the full sum of Nine Hundred Fifty (\$950.00) dollars with interest at the rate of six per centum (6%) per annum, for which amount the parties of the first part have signed and delivered unto the parties of the second part, their certain promissory note bearing even date herewith and payable in monthly installments of Fifty (\$50.00) Dollars each, commencing on the 29th day of May, 1950, and on the 29th day of each month thereafter until the principal and interest are fully paid.

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Lester L. Valentine and Hilda S. Valentine, his wife, do give, grant, bargain and sell, convey, release and confirm unto the said Charles F. McElfish and Naomi L. McElfish, his wife, their heirs and assigns, the following property, to-wit:

FIRST PARCEL: All that lot or parcel of ground situated near the Little Valley Road about one mile Northeasterly of the City of Cumberland, Allegany County, Maryland, being Lot Number Two Hundred Forty-Two (242) Section "B" as shown on amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, and described as follows, to-wit:

Beginning at a point on the Westerly side of Bobo Street, at the end of the first line of Lot No. 241, and running thence with the Westerly side of said Street, North 40 degrees 25 minutes East 40 feet, then North 49 degrees 35 minutes West 150 feet to the Easterly side of a ten-foot alley, then with the Easterly side of said alley, South 40 degrees 25 minutes West 40 feet to the end of the second line of Lot No. 241, and with said second line reversed, South 49 degrees 35 minutes East 150 feet to the beginning.

Being the same property which was conveyed to the said Charles F. McElfish and Naomi L. McElfish, his wife, by deed from Paul H. Artis and Wilma L. Artis, his wife, dated March 6, 1946, and recorded in Liber No. 207, Folio 453, one of the Land Records of Allegany County, Maryland.

SECOND PARCEL: All that lot of ground situated near the Little Valley Road about 1½ miles Northeasterly of the City of Cumberland, Allegany County, Maryland, known and designated as Lot Number Two Hundred Forty-One (241) of Bowman's Cumberland Valley Addition to Cumberland, and described as follows, to-wit:

Beginning at a point on the Westerly side of Bobo Street at the end of the first line of Lot No. 240 of said addition and running thence with the Westerly side of said Street, North 40 degrees 25 minutes East 40 feet, thence North 49 degrees 35 minutes West 150 feet to the Easterly side of a 10-foot alley, thence with the Easterly side of said alley, South 40 degrees 25 minutes West 40 feet to the end of the second line of said Lot No. 240, thence with said second line reversed, South 49 degrees 25 minutes East 150 feet to the beginning.

Being the same property which was conveyed to the said Charles F. McElfish and Naomi McElfish, his wife, by deed from David M. Steele, Sheriff of Allegany County, Maryland, dated February 23, 1946, and recorded in Liber No. 207, Folio 452, among said Land Records. Special reference to which deed is hereby made for a further description of said property.

The above described properties were conveyed to the said Lester L. Valentine and Hilda S.

Valentine, his wife, by deed of even date herewith from the said Charles F. McElfish and Naomi L. McElfish, his wife, which deed is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with this mortgage, which is executed to secure a part of the purchase price of the above described properties and is, in whole, a Purchase Money Mortgage.

THIS MORTGAGE constitutes a second lien upon the above described property, being subject to and inferior to a mortgage from the said Charles F. McElfish and Naomi L. McElfish, his wife, to the Peoples Bank of Cumberland, Maryland, dated March 6, 1946, and recorded in Liber No. 179, Folio 639, among the Allegany County Mortgage Records; said mortgage is now held by The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, by virtue of an assignment dated July 23, 1946, from the said Peoples Bank of Cumberland, Maryland.

TOGETHER with the building and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executors, administrators or assigns, the aforesaid sum of Nine Hundred Fifty (\$950.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Albert A. Doub, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Hundred Fifty (\$950.00) Dollars, and to cause the policy or policies

issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagors.

Attest: Edith Holder Lester L. Valentine (SEAL)
Edith Holder Hilda S Valentine (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 29th day of April, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Lester L. Valentine and Hilda S. Valentine, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Charles F. McElfish and Naomi L. McElfish, his wife, the within named mortgagees and each made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Edith Holder, Notary Public.

Charles L. Denson, et ux, et al.

Mortgage.

To

Filed and Recorded April 29th 1950 at 10:30 A. M.

Allegany Building, Loan & Savings Company

(Stamps 55¢)

THIS MORTGAGE, made this 26th day of April, in the year nineteen hundred and fifty by and between Charles L. Denson and Gettie V. Denson, his wife, and George H. Franklin and Romaine E. Franklin, his wife, of Allegany County, in the State of Maryland, parties of the first part, and The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part being members of the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, have received therefrom an advance or loan of Nine Hundred and 00/100 dollars, on their nine (9) shares, class "G" stock, upon condition that a good and effectual mortgage be executed by the said parties of the first part to said body corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned on the part of the said parties of the first part.

NOW THEREFORE, this mortgage witnesseth, That in consideration of the premises and the sum of one dollar, the said parties of the first part do hereby grant, bargain and sell and convey unto the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, its

successors and assigns, all that lot or parcel of ground situated on the South side of Greene Street in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron stake standing at the end of the first line of Lot No. 520 of Map No. 4 of the Rose Hill Estate as filed in No. 1674 Equity, and running thence with the South side of Greene Street and with the assumption that the first line of said lot is parallel to the present line of curb, South 72 degrees and 30 minutes East 38.5 feet to an iron stake; thence with Vernier Readings reduced to Magnetic Bearings as of the said map corrected to parallel the West line of a 15 foot alley that adjoins the second line of lot No. 523 on the East, South 18 degrees and 11 minutes West 146.9 feet, corrected, to an iron stake standing on the North side of another alley at the rear of Lot No. 521, and with the North side of the last mentioned alley, North 74 degrees and 35 minutes West 38 feet to an iron stake; thence with the fourth line of Lot No. 521, corrected to an existing fence line, North 18 degrees and no minutes East 148.2 feet to the beginning.

BEING the same property conveyed unto the said Mortgagor, parties hereto by Mora Weber Heintz, et al, by a deed dated August 27, 1948, and recorded in Liber 222, folio 135, one of the Land Records of Allegany County, Maryland.

TOGETHER with the improvements thereon, and the rights, privileges and appurtenances thereunto belonging or appertaining.

TO HAVE AND TO HOLD the above granted property unto the said body corporate, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER, That if the said parties of the first part, their heirs and assigns, make or cause to be made the payments and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, its successors or assigns, to pay and perform as follows, that is to say;

First: To pay to the said corporation, its successors or assigns, the said principal sum of Nine Hundred and 00/100 dollars with interest thereon at the rate of 6% per annum payable in monthly payments of not less than \$9.00 and interest, on or before the first Monday of each and every month hereafter, until the whole of said principal debt and interest is paid, the first monthly payment being due on the first Monday in May, 1950, at the office of the said The Allegany Building, Loan and Savings Company, of Cumberland, Maryland.

Second: To pay all taxes, public dues and assessments legally levied on said property and on said mortgage debt which have been or may be hereafter levied or charged on said property and debt, when and as the same may be payable, and in default of such payment, the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: To keep insured during the continuance of this mortgage, by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the here-by mortgaged land to the amount of at least Nine Hundred and 00/100 dollars and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee or its assigns, to the extent of its or their lien or claim hereunder, and to place such policies, together with the renewals thereof, from time to time, during the continuance of this mortgage in possession of the said mortgagee. And in default

of such insurance, the mortgagee may insure said property and pay the premium thereon and charge the same against said mortgage debt as part thereof.

PROVIDED, That if default should be made by the said parties of the first part, their heirs and assigns, or by any one who may assume the payment of this mortgage, in the payments of the aforesaid sums of money or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, or its assigns, or Lewis M. Wilson, its or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or purchasers thereof or to his, her or their heirs or assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in event of a sale of said property under the powers hereby granted, the proceeds arising from said sale shall be applied.

First: To the payment of all expenses incident to such sale, including taxes and a commission of eight per cent. to the party selling or making such sale.

Second: To the payment of all claims and demands of said mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not, and the balance, if any, to be paid to the said parties of the first part, their personal representatives, heirs and assigns, as their interest may appear, or to whosoever may be entitled to the same.

Witness the hands and seals of the said parties of the first part hereto the day and year first hereinbefore written.

Test:

Miles S. Amick
Miles S. Amick
Miles S. Amick
Miles S. Amick.

Charles L. Denson (SEAL)
Gettie V. Denson (SEAL)
George H. Franklin (SEAL)
Romaine E. Franklin (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 26th day of April, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Charles L. Denson and Gettie V. Denson, his wife, and George H. Franklin and Romaine E. Franklin, his wife, and they acknowledged the foregoing mortgage to be their respective act:

And at the same time before me also personally appeared Arthur H. Amick, Secretary and Agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Miles S. Amick, Notary Public.

Charlotte H. Brill, et vir.

To

George W. Brown, et ux.

Mortgage.

Filed and Recorded May 2nd 1950 at 1:40 P. M.

(Stamps \$2.20)

THIS MORTGAGE, Made this 29th day of April, in the year Nineteen Hundred and Fifty, by and between Charlotte H. Brill and Arthur L. Brill, her husband, of Allegany County, in the State of Maryland, parties of the first part, and George W. Brown and Helen S. Brown, his wife, of Allegany County, in the State of Maryland, parties of the second part,

WITNESSETH:

WHEREAS, the parties of the first part are indebted unto the parties of the second part in the full and just sum of \$2,300.00 this day loaned the parties of the first part by the parties of the second part, which said sum is to be repaid with interest thereon at the rate of 5% per annum in monthly installments of \$25.00 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground situated, lying and being in Election District No. 5 in Allegany County, Maryland, on what is known as Shriver's Hill which is located between the Bedford and Valley Roads, which is located about four miles northeasterly of the City of Cumberland and which piece of property is designated as Parcel No. 2 on a plat of a tract of land known as the Mary E. Hoffmeister (unmarried) tract and being more particularly described as follows, to-wit:

LOT No. 2: BEGINNING at the end of 110 feet on the first line of a deed from Annie L. Frantz to Mary E. Hoffmeister (unmarried), dated April 15, 1930, and recorded in Deeds Liber 165, Folio 92, among the Land Records of Allegany County, Maryland, and running thence with part of said first line North 49 degrees 35 minutes East 110 feet to a stake; thence

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To Mortgagee - M. L. H. City
May 1 1950

North 48 degrees West 1,000 feet; thence North 37 degrees 15 minutes West 900 feet to a stake on the 4th line of the aforementioned Frantz deed; thence with part of said 4th line South 15 degrees 15 minutes West 96 feet to a large dead pine tree; thence with part of the 5th line of said deed South 60 degrees 30 minutes West 130 feet to a stake; thence South 43 degrees 24 minutes East 880 feet to a stake; thence South 48 degrees East 1,000 feet to the place of beginning.

Reserving and excepting, however, unto the parties of the first part, their heirs, personal representatives and assigns, a right-of-way or easement over the aforescribed Lot No. 2 for use in common with the owners of Lots Nos. 1, 2, 3 and 4 of said Hoffmeister tract for the purpose of ingress and egress to said Lots, which right-of-way or easement is 30 feet in width and adjoins the first or front line, the same being the line nearest the Bedford Road.

All lines are of magnetic bearings as corrected as of April 4, 1950, and all measurements are surface. Said property was surveyed on April 4, 1950, by Carl A. Low, civil engineer.

IT being the same property which was conveyed by Josephine H. Perdue, et vir, et al. to Charlotte H. Brill, et vir, by deed dated April 26th, 1950, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs or assigns, the aforesaid sum of Two Thousand Three Hundred Dollars (\$2,300.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgaged debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Cobey, Carscaden and Gilchrist, its, his, her or their duly constituted attorneys or agents, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner, the terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing

under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand three hundred (\$2,300.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, or other losses, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagors.

Witness: Ruth E. O'Donnell

Charlotte H. Brill (SEAL)

Ruth E. O'Donnell

Arthur L. Brill (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 29th day of April, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charlotte H. Brill and Arthur L. Brill, her husband, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared George W. Brown and Helen S. Brown, his wife, the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ruth E. O'Donnell, Notary Public.

Mortgage.

Peter Soterakos

To

Kathleen E. Wolfe

Filed and Recorded May 8th 1950 at 2:35 P. M.

THIS MORTGAGE, made this 8th day of May, in the year Nineteen Hundred and Fifty, by and between Peter Soterakos, unmarried, hereinafter called mortgagor, which expression shall include his heirs, personal representatives, successors and assigns, where the context so admits or requires, of Allegany County, State of Maryland, party of the first part, and Kathleen E. Wolfe, hereinafter called Mortgagee, which expression shall include her heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, WITNESSETH:

WHEREAS: The said Mortgagor is justly and bona fide indebted unto the said Mortgagee in the full sum of Two Thousand Five Hundred Dollars (\$2,500.00) which said sum,

Compared and Mailed Delivered - EIGHT
To: Gen. R. H. H. City
May 11 1950

together with the interest thereon at the rate of Six Per Centum (6%) per annum, is payable within five (5) years from the date hereof. The said Mortgagor hereby covenants and agrees to make payments of not less than One Hundred Dollars (\$100.00), quarter annually on account of the principal indebtedness as herein stated and to pay in addition thereto, the interest thereon at the rate aforesaid.

This mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

NOW THEREFORE, this ^{deed} of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor does hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that lot or parcel of ground situated on the northerly side of Independence Street in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to-wit:

Beginning at the intersection of the Northeast side of Independence Street with the Northwest side of Polk Street (formerly Will's Alley, the same being at the Southeast angle of the double brick house now erected on said lot and running with the Northeast side of Independence Street, North 55 degrees West (magnetic 1946) 28.67 feet to the Southwest angle of said brick house; then on a line with the face of the Northwest wall of said house extended and parallel with Polk Street, North 35 degrees East 116.67 feet to the fourth line of a tract of land called "The Resurvey of Hoffmans Delight", at a point now marked by a cross mark cut in a rock, then with part of said fourth line, South 50 degrees 20 minutes East 28.67 feet to the Northwest side of Polk street; then with said side of said street, South 35 degrees West 114 feet to the place of beginning. Resurveyed January, 1946, Observed magnetic bearings used in above description are 4 degrees counter-clockwise from bearings shown in deed from Nellie V. Boward to Carrie V. Lindner.

It being the same property which was conveyed unto the said Mortgagor by George R. Hughes, assignee of Mortgage for the purpose of foreclosure, by deed dated the -- day of -- 1950, and duly recorded among the Land Records of Allegany County, Maryland.

AND WHEREAS this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Mortgagor shall pay to the said Mortgagee the aforesaid Two Thousand Five Hundred Dollars (\$2,500.00), and in the meantime shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenants to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in City of Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either

privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the mortgagor to the person advertising.

AND the said mortgagor further covenant_ to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least Two Thousand Five Hundred (\$2,500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss to inure to the benefit of the mortgagee to the extent of her lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagor.

Attest: Betty June Beachy

Peter Soterakos (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 8th day of May, in the year 1950, before me, the subscriber, a Notary Public of the State of Maryland in and for said County, personally appeared Peter Soterakos, unmarried, the within named Mortgagor, and acknowledged the foregoing mortgage to be his act and deed. And, at the same time, before me, also personally appeared Kathleen E. Wolfe, the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

Betty June Beachy, Notary Public.

Chattel Mortgage.

Clarence Edward Stickley

To

Filed and Recorded May 8th 1950 at 10:45 A. M.

Commercial Savings Bank of Cumberland.

THIS CHATTEL MORTGAGE, made this 4th day of May, 1950, by and between Clarence Edward Stickley, of Allegany County, Maryland, hereinafter called the Mortgagor, and The Commercial Savings Bank of Cumberland, Maryland, a corporation, hereinafter called the Mortgagee, WITNESSETH:

Whereas, the said mortgagor stands indebted unto the said mortgagee in the full sum of One Thousand One Hundred Sixty-Five and 44/100 dollars, (\$1,165.44) payable in 24 successive monthly installments of \$48.56 each, beginning one month after the date hereof, as is evidenced by my promissory note of even date herewith.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar, the said mortgagor does hereby bargain and sell unto the Mortgagee, its successors and assigns, the following property, to-wit:

Copied and Mailed To Mortgage City May 11 1950

gators, as may be necessary or proper or convenient to effectuate any such settlement, adjustment or collection without liability for the alleged inadequacy of the settlement and adjustment. Should the mortgagors fail to procure such insurance or keep the same in full force and effect for the duration of this mortgage, then at the option of the mortgagee, its successors or assigns the entire amount then unpaid shall immediately become due and payable. It is agreed that loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

In the event default shall be made in the payment of said debt according to the terms of said note, then the entire remaining unpaid balance shall immediately become due and payable at the option of Mortgagee, its successor and assigns, without prior demand, and Mortgagee, its successor and assigns, shall be entitled to immediate possession of the mortgaged personal property and may at once take possession thereof whenever found, without any liability on the part of Mortgagee, its successor and assigns, to Mortgagee; after such possession under the terms hereof, Mortgagee, its successor and assigns, agrees to sell the mortgaged personal property upon the following terms and conditions:

Mortgagee, its successor and assigns, will give not less than twenty (20) days' notice in writing by registered mail to Mortgagor at his or her last known address, notifying him or her that Mortgagee, its successor and assigns, will cause the mortgaged personal property to be sold at public auction by a duly licensed auctioneer to the highest cash bidder therefor, at a time and the place designated in said notice; provided that if there be no law requiring the licensing of auctioneers in the place thus designated, Mortgagee, its successor and assigns, may substitute for the duly licensed auctioneer aforesaid, a person regularly engaged in conducting auction sales in such place; and provided further that such place shall be either in the City or County in which Mortgagor resides or in the City or County in which mortgagee, its successor and assigns, is licensed, whichever mortgagee, its successor and assigns, shall elect.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said mortgagee at its option, may take any legal or other action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

The remedy herein provided shall be in addition to, and not in limitation of, any other right or remedy which Mortgagee, its successor and assigns, may have.

Wherever the context so requires or permits the singular shall be taken in the plural and the plural shall be taken in the singular.

IN TESTIMONY THEREOF, witness the hand(s) and seal(s) of said Mortgagor(s).

WITNESS	<u>E. F. Hoban</u>	<u>Eula A. Wilson</u>	(SEAL)
WITNESS	<u>B. E. Bittner</u>	<u>Thornton Wilson</u>	(SEAL)
WITNESS			(SEAL)

STATE OF MARYLAND COUNTY OF Allegany, TO WIT:

I HEREBY CERTIFY that on this 27 day of April 1950, before me, the subscriber, a NOTARY PUBLIC of the State of Maryland, in and for the County aforesaid, personally appeared Wilson, Eula A. & Thornton (her husband) the Mortgagor(s) named in the foregoing Chattel Mortgage and acknowledged said Mortgage to be their act. And, at the same time, before me also personally appeared E. F. Hoban

Agent for the within named Mortgagee, and made oath in due form of law that the consideration set forth in the within mortgage is true and bona fide, as therein set forth, and he further made oath that he is the agent of the Mortgagee and duly authorized by said Mortgagee to make this affidavit.

WITNESS my hand and notarial Seal.
(Notarial Seal)

Ember D. Johnson
Notary Public.

Edward King et ux Filed and Recorded April 25th 1950 at 10:10 A.M.
Cumberland Savings Bank of Cumberland, Maryland

This Mortgage,

Mortgage
(Stamps \$2.75)

Made this 24th day of April

in the year Nineteen Hundred and Fifty

Edward King and Mary N. King his wife

, by and between

of Allegany

County, in the State of Maryland

part ies of the first part, and Cumberland Savings Bank of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place of business in Cumberland,

of Allegany County, South State of Maryland

part y of the second part, WITNESSETH:

Whereas, the said Edward King and Mary N. King, his wife stand indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Two Thousand Seven Hundred Nine and 37/100 Dollars (\$2709.37) to be paid with interest at the rate of six per cent (6%) per annum to be computed monthly on unpaid balances, in payments of at least Forty Dollars (\$40.00) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accrued thereon, is paid in full, to secure which said principal together with the interest accruing thereon, these presents are made.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Edward King and Mary N. King, his wife

do give, grant, bargain and sell, convey, release and confirm unto the said Cumberland Savings Bank of Cumberland, Maryland, its successors or

~~XXXXXX~~ assigns, the following property, to-wit: FIRST. All that tract of land known as the "Browning Farm" containing 85 acres of land, more or less, and more particularly described as follows: All that Farm located on the Eastman Road about one and one-half miles Northeast of the City of Cumberland, in District No. 23 of Allegany County, Maryland, adjoining the farm formerly owned by William G. Wolf, and being the same property described in a deed dated the 31st day of March, 1934, from the Maryland-Virginia Joint Stock Land Bank of Baltimore, a body corporate, to Otis Wisman and Elizabeth Wisman, his wife, which deed is recorded among the Land Records of Allegany County, Maryland, in Liber No. 174 folio 41, excepting, however, from the above acreage or described land five acres, more or less, which is laid out for cemetery lots, it being the same acres, more or less, which was conveyed by Otis Wisman, et ux to Paul A. Douglass, et al and being the same five acres, more or less, which was re-conveyed to the said Otis Wisman and Elizabeth Wisman, his wife by Thomas Lohr Richards, Trustee inno. 15012 Equity which deed is dated the 16th day of May, 1939, and recorded in Liber No. 183, folio 473, one of the Land Records of Allegany County, reference to which said deeds is hereby made.

It being the same property which was conveyed to the said Edward King by Otis Wisman and Elizabeth Wisman, his wife, by deed dated June 17, 1939 and recorded in Liber 183 folio 698, one of the Land Records of Allegany County, Maryland.

SECOND. All of the following described real estate situated on the Northwestern side of the Eastman Road, being a part of what is known as the "Browning Farm" which is located about one and one-half miles Northeast of the City of Cumberland, in Allegany County, State of Maryland and which said parcel of land is particularly described as follows to-wit: Beginning for the same at a stake standing North 46 degrees East 2 feet from the center of a large oak tree standing in the corner of the fence, and on the Northwestern side of the Eastman Road, and running thence with the approximate right-of-way of said Road, the following courses, magnetic lines as of May, 1938, and with horizontal measurements, North 45 degrees 58 minutes East 441.65 feet to a stake, thence North 50 degrees 8 minutes East 305.12 feet to a stake, thence North 62 degrees 45 minutes East 149.9 feet to a stake, thence North 12 degrees 4 minutes East 163 feet to a stake, thence North 40 degrees 27 minutes East 90.4 feet to a stake, thence North 59 degrees 4 minutes East 142.65 feet to a stake, thence North 2 degrees 14 minutes East 38 feet to a stake, thence North 66 degrees 45 minutes West 251.5 feet to a stake, thence South 34 degrees 40 minutes West 60 feet to a stake, thence South 25 degrees 41 minutes West 299.45 feet to a stake thence South 60 degrees 43 minutes West 298.2 feet to a stake, thence South 35 degrees 45 minutes West 205.3 feet to a stake, thence South 25 degrees 2 minutes West 414.5 feet to a stake, thence South 66 degrees 31 minutes East 34.25 feet to the beginning, containing five acres more or less. It being the same property which was conveyed to the said Edward King by Otis Wisman and Elizabeth Wisman, his wife together with the buildings and improvements thereon, and the rights, roads, ways, waters, by deed dated June 10, 1939 and recorded in Liber 183 folio 699, one of the Land Records of Allegany County, Maryland.

Provided, that if the said Edward King and Mary N. King his wife their heirs, executors, administrators or assigns, do and shall pay to the said Cumberland Savings Bank of Cumberland, Maryland its successors or assigns, the aforesaid sum of Two Thousand Seven Hundred and Nine Dollars (\$2709.37) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Walter City
May 2 1950

And it is Agreed that until default be made in the premises, the said
Edward King and Mary N. King, his wife

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said
Edward King and Mary N. King, his wife
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the
interest thereon, in whole or in part, or in any agreement, covenant or condition of this mort-
gage, then the entire mortgage debt intended to be hereby secured shall at once become due and
payable, and these presents are hereby declared to be made in trust, and the said
Cumberland Savings Bank of Cumberland, Maryland its successors or

~~and assigns, or F. Brooke Whiting~~
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at
any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumber-
land, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale;
secondly, to the payment of all moneys owing under this mortgage, whether the same shall have
been then matured or not; and as to the balance, to pay it over to the said

Edward King and Mary N. King, his wife,
heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor, ~~their~~ representatives, heirs or assigns.

And the said Edward King and Mary N. King, his wife, their

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or its successors or
assigns, the improvements on the hereby mortgaged land to the amount of at least
Three Thousand and no/100

Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of
fires, to inure to the benefit of the mortgagee its successors ~~or~~ assigns, to the extent
of its or their lien or claim hereunder, and to place such policy or policies forth-
with in possession of the mortgagee, or the mortgagee may effect said insurance and collect
the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seal s of said mortgagors

Attest
Ethel McCarty
Edward King (Seal)
Mary N. King (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 24th day of April

in the year nineteen hundred and Fifty, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Edward King and Mary N. King, his wife

and each acknowledged the foregoing mortgage to be their act and deed; and
at the same time before me also personally appeared Marcus A. Naughton Vice President an agent
of the Cumberland Savings Bank of Cumberland, Maryland
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and the said Marcus A. Naughton further made
oath to the fact that he is the Vice President and agent of the Cumberland Savings Bank
of Cumberland, Maryland, and that he is duly qualified to act as such agent.
Witness my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Ethel McCarty
Notary Public

R. Kirk Lathrum et ux
To Cumberland Savings Bank of Cumberland, Maryland
Filed and Recorded April 25th 1950 at 3:40 P.M.
Mortgage

This Mortgage,

Made this 25th day of April
in the year Nineteen Hundred and Fifty

, by and between
R. Kirk Lathrum and Olive J. Lathrum, his wife

of Allegany

County, in the State of Maryland

part 1st of the first part, and Cumberland Savings Bank of Cumberland, Maryland, a corp-
oration duly incorporated under the laws of the State of Maryland, with its principal place of
business in Cumberland,

Allegany County, ~~in the State of Maryland~~

part Y of the second part, WITNESSETH:

Whereas, the said R. Kirk Lathrum and Olive J. Lathrum, his wife, stand indebted unto
the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Sixty-five
Hundred (\$6500.00) Dollars (\$6500.00) to be paid with interest at the rate of five per cent 5%
per annum, to be computed monthly on unpaid balances, in payments of at least ---Dollars(\$--)
per month plus interest; the first of said monthly payments being due one month from the date
of these presents and each and every month thereafter until the whole principal, together with
the interest accrued thereon, is paid in full, to secure which said principal together with the
interest accruing thereon, these presents are made.

This mortgage is for the balance of the unpaid purchase price of the property hereinafter
described and is therefore a purchase money mortgage.

~~And whereas, the said R. Kirk Lathrum and Olive J. Lathrum, his wife, stand indebted unto the Cumberland Savings Bank of Cumberland, Maryland, in the just and full sum of Sixty-five Hundred (\$6500.00) Dollars (\$6500.00) to be paid with interest at the rate of five per cent 5% per annum, to be computed monthly on unpaid balances, in payments of at least ---Dollars(\$--)~~

And whereas, this mortgage shall also secure future advances as provided by Section 2 of
Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with
amendments by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid,
and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said R. Kirk Lathrum and Olive J. Lathrum, his wife

do give, grant, bargain and sell, convey, release and confirm unto the said
Cumberland Savings Bank of Cumberland, Maryland, its successors or

~~their~~ assigns, the following property, to-wit: All that lot or parcel of ground, lying in the
City or Cumberland, Allegany County and State of Maryland, known as Lot No. 38 in Highland
Addition to Cumberland and described as follows:

Beginning for the same at the end of 31 76/100 feet on a line drawn North 84 degrees 54
minutes East from an iron stake, (said iron stake being situated at the end of a line drawn
North 79 degrees 59 minutes East 21 9/10 feet from the end of the second line of Lot No. 37 in
said Highland Addition, and running thence South 14 degrees 02 minutes West 98 43/100 feet to
the North side of a 12 foot alley, then South 75 degrees 58 minutes East 35 feet with the North
side of said twelve foot alley, then North 14 degrees 02 minutes East 110 58/100 feet, thence
South 84 degrees, 54 minutes West 37 5/100 feet to the beginning, the plat of said Addition,
with the table of courses and distances is duly recorded among the Land Records of Allegany
County, reference to all of which is hereby specially made.

It being the same property which was conveyed to R. Kirk Lathrum and Olive J. Lathrum
his wife, by Thomas Lohr Richards, Administrator, C.T.A. of the Estate of Cora May Davis,
deceased, et al by deed dated the ___ day of ___, 1950 and to --recorded among the Land Records
of Allegany County, Maryland prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said R. Kirk Lathrum and Olive J. Lathrum, his wife, their
heirs, executors, administrators or assigns, do and shall pay to the said
Cumberland Savings Bank of Cumberland, Maryland, its successors
or assigns, the aforesaid sum of Sixty-five Hundred (\$6500.00)
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

R. Kirk Lathrum and Olive J. Lathrum, his wife

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said R. Kirk Lathrum and Olive J. Lathrum, his wife

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Cumberland Savings Bank of Cumberland, Maryland, its successors or

~~Notaries Public~~ and assigns, or F. Brooke Whiting his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

R. Kirk Lathrum and Olive J. Lathrum, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said R. Kirk Lathrum and Olive J. Lathrum, his wife

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least sixty five Hundred and no/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~holders~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest
Ethel McCarty
R. Kirk Lathrum (Seal)
Olive J. Lathrum (Seal)
(Seal)
(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 25th day of April

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared R. Kirk Lathrum and Olive J. Lathrum, his wife

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Marcus A. Naughton Vice President an agent of the Cumberland Savings Bank of Cumberland, Maryland the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth and the said Marcus A. Naughton further made oath in due form of law that he is the Vice President and agent of the Cumberland Savings Bank and WITNESS my hand and Notarial Seal the day and year aforesaid.

Ethel McCarty
Notary Public

Edward Emmett Boyle et ux
George G. Lafferty

Filed and Recorded April 27th 1950 at 9:30 A.M.

Mortgage
(Stamps \$2.20)

This Mortgage, Made this 25th day of April

in the year Nineteen Hundred and Fifty, by and between Edward Emmett Boyle and Emily Rachel Boyle, his wife

of Allegany County, in the State of Maryland part 1st of the first part, and George G. Lafferty

of Allegany County, in the State of Maryland part 2 of the second part, WITNESSETH:

Whereas, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full sum of Two Thousand Two Hundred (\$2,200.00) Dollars with interest at the rate of five per centum (5%) per annum, as is evidenced by their promissory note of even date herewith for said sum of Two Thousand Two Hundred (\$2,200.00) Dollars and payable to the party of the second part in monthly installments of Thirty-Five (\$35.00) Dollars each on the principal plus interest on the balance at five per centum (5%) per annum. The first of said monthly payments to be made on or before the 25th day of May, 1950, and thereafter on the 25th day of each month until the principal and interest are fully paid. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Edward Emmett Boyle and Emily Rachel Boyle, his wife

do give, grant, bargain and sell, convey, release and confirm unto the said George G. Lafferty, his

heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of land situated in Allegany County, State of Maryland, and known as Lot Number Twenty-one (21) in Eckhart Flat Addition to the Town of Frostburg, and more particularly described as follows:

BEGINNING for the same at a stake on the South side of Mt. Pleasant Street extended standing (true meridian courses and horizontal distances used throughout) South 63 degrees 18 minutes East 243.55 feet from corner No. 1 of Lot No. 26 of said Eckhart Flat Addition (said Lot No. 26 having been previously conveyed to Oscar Huber by deed dated the 22nd day of August, 1906) said corner standing South 27 degrees 44 minutes West 214.4 feet from the corner of Lot No. 27 of said Eckhart Flat Addition, which corner stands South 25 degrees 25 minutes West 219 feet from Corner Stone Number 181 which is a boundary stone of The Consolidation Coal Company and running thence South 63 degrees 18 minutes East 50 feet; thence South 26 degrees 42 minutes West 165 feet; thence North 63 degrees 18 minutes West 50 feet; thence North 26 degrees 42 minutes East 165 feet to the place of beginning, containing in all 0.19 acres more or less.

BEING the same property which was conveyed to the said Edward Emmett Boyle and Emily Rachel Boyle, his wife, by deed from James H. Brady, unmarried, dated May 4, 1948, and recorded in Liber No. 220, folio 404, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his executors, administrators or assigns, the aforesaid sum of Two Thousand Two Hundred (\$2,200.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and until the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Ethel A. McCarty
May 2 50

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, his

heirs, executors, administrators and assigns, or Albert A. Doub his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee ~~xxx~~ his personal representatives or assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand Two Hundred (\$2,200.00)

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee his personal representatives or assigns, to the extent of -- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest

Ralph M. Race,

Witness as to both

Edward Emmett Boyle

(Seal)

Emily Rachel Boyle

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 25th day of April

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Edward Emmett Boyle and Emily Rachel Boyle, his wife,

and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared George G. Lafferty

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Ralph M. Race

Notary Public

Clarence William Vandegrift et ux
Howard W. Vandegrift et ux Filed and recorded April 12th 1950 at 1:05 P.M.

This Mortgage,

Mortgage
(Stamps \$4.40)

Made this 26th day of April

in the year Nineteen Hundred and fifty

Clarence William Vandegrift and Nina Mae Vandegrift his wife

of Allegany County, in the State of Maryland

parties of the first part, and Howard W. Vandegrift and Amania L. Vandegrift, his wife,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said parties of the second part have this day loaned unto the said parties of the first part the full and just sum of four thousand (\$4,000.00) Dollars which said sum the said parties of the first part do hereby agree to repay on or before May 1, 1951, with interest from date at the rate of four (4%) per centum per annum.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: All that lot, piece and parcel of ground lying in LaVale in Allegany County, Maryland, known as Lot 6 of the James H. Burkhardt Addition to said LaVale and which is more particularly described as follows, to-wit:

BEGINNING at a peg on the South side of Braddock Street (which Braddock Street has been widened ten feet on the South side to permit a ten foot sidewalk) which peg stands at the end of the first line of Lot No. 5 and running with said Braddock Street North 42° 41 minutes East 50 feet to Beachly Street; then running with Beachly Street, South 47° 23 minutes East 140 feet to a 20 foot alley, and with said alley South 42° 41 minutes west 50 feet to the end of the second line of Lot No. 5 and with said line reversed North 47° 23 minutes West 140 feet to the beginning.

IT being the same property which was conveyed by Delbert R. Kitzmiller and Ollie Mae Kitzmiller, his wife, to Clarence William Vandegrift and Nina Mae Vandegrift his wife, by deed dated the 22nd day of April, 1948 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 220 folio 163.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of four thousand (\$4,000.00) dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed
To Liberty Trust Co. % R. W. Holt city
July 27 1950

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Harold E. Naughton his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least four thousand (\$4,000.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee's, their heirs or assigns, to the extent of --- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee's, or the mortgagee's may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor's

Attest

John J. Robinson
John J. Robinson

Clarence William Vandegrift (Seal)

Nina Mae Vandegrift (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 26th day of April

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Clarence William Vandegrift and Nina Mae Vandegrift his wife

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Howard W. Vandegrift and Amanda L. Vandegrift

the within named mortgagee's and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Wm. A. Darkey

Notary Public

For Value Received, we hereby release the within and foregoing Mortgage. Witness our Hands and Seals on this 30th day of August, 1950.

Witness: Joseph Hirst

Howard W. Vandegrift

(Seal)

Witness: Okey C. Ryan

Amanda L. Vandegrift

(Seal)

8/31/50

Richard M. Stegmaier et ux

Anna Stegmaier

Filed and Recorded April 27, 1950 at 2:00 P.M.

Mortgage

Chia Mortgage

PURCHASE MONEY

in the year Nineteen Hundred and

Fifty

April

Richard M. Stegmaier and Lucille A. Stegmaier, his wife,

of

Allegany

County, in the State of Maryland

parties of the first part, and

Anna Stegmaier (widow)

of

Allegany

County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Twelve Thousand Dollars (\$12,000.00) to be repaid with interest at four (4%) per centum per annum payable semiannually at the expiration of two (2) years from the date of these presents to secure the payment of which sum with interest as aforesaid these presents are executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Richard M. Stegmaier and Lucille A. Stegmaier, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Anna Stegmaier (widow) her

heirs and assigns, the following property, to-wit: All those lots, pieces or parcels of ground lying and being on the Westerly side of Williams Road about one-half mile Easterly of the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 1, 2, 3, and 4 of the Read Farm, which said lots are more particularly described as a whole as follows, to wit:

BEGINNING for the same at a bounded white oak marked with six notches standing on the Westerly side of Williams Road near the Evitts Creek Bridge and running then with said Road South 22 degrees East 209.5 feet, South 16 1/2 degrees East 263 feet to a walnut tree marked with six notches, South 14 1/2 degrees East 414.5 feet, South 15 degrees 10 minutes East 515.5 feet, then South 39 degrees West 50 feet, South 76 degrees West 646.5 feet to the center of Evitts Creek, then with said creek North 17 degrees West 290 feet, North 14 3/4 degrees West 312 feet, North 4 1/2 degrees West 150 feet, North 11 1/2 degrees East 125 feet, North 8 1/2 degrees East 100 feet, North 19 1/2 degrees East 130 feet, North 42 1/2 degrees East 280 feet, North 31 degrees East 303 feet, and then South 25 1/2 degrees East 50 feet to the place of beginning., containing 19 1/4 acres more or less.

BEING the same property which was conveyed unto the parties of the first part by deed of Anna Stegmaier of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Richard M. Stegmaier and Lucille A. Stegmaier his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Anna Stegmaier (widow) her executor, administrator or assigns, the aforesaid sum of twelve thousand dollars and 00/100 together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Mr. R. F. L. Williams Esq.
May 2 1950

And it is Agreed that until default be made in the premises, the said

Richard M. Stegmaier and Lucille A. Stegmaier, his wife

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Richard M. Stegmaier and Lucille A. Stegmaier, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Anna Stegmaier (widow) her

heirs, executors, administrators and assigns, or Harry I. Stegmaier his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Richard M. Stegmaier and Lucille A. Stegmaier, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor's their representatives, heirs or assigns.

And the said Richard M. Stegmaier and Lucille A. Stegmaier, his wife

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her successors and assigns, the improvements on the hereby mortgaged land to the amount of at least

Twelve Thousand Dollars and 00/100 Cents (\$12,000.00)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seal s of said mortgagors

Attest
 Harry I. Stegmaier
 Harry I. Stegmaier
 Richard M. Stegmaier (Seal)
 Lucille A. Stegmaier (Seal)
 (Seal)
 (Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 27th day of April

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Richard M. Stegmaier and Lucille A. Stegmaier, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Anna Stegmaier

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

(Notarial Seal)

Catherine Barley Erlich
 Notary Public

Allen Lee Emerson et ux
 Clarence L. Long et ux

This Mortgage,

Filed and Recorded May 1st 1950 at 11:50 A.M.

Mortgage

(Stamps \$2.75)

in the year Nineteen Hundred and Fifty, by and between
 Allan Lee Emerson and Mary Emerson, his wife

of Allegany County, in the State of Maryland
 part as of the first part, and Clarence L. Long and Grace P. Long, his wife,

of Allegany County, in the State of Maryland
 part as of the second part, WITNESSETH:

Whereas, The parties of the first part are justly and bona fide indebted unto the parties of the second part in the full and just sum of Two Thousand Five Hundred Dollars (\$2,500.00) which said sum the parties of the first part promise to pay to the order of the party of the second part with interest thereon at the rate of Five Per Centum (5%) Per Annu, payable semi-annually in monthly installments of not less than Twenty-Five Dollars (\$25.00) per month, until the full sum of Two Thousand Five Hundred Dollars (\$2,500.00), and interest has been paid and satisfied, adjustment to be made annually on the principal and interest of said indebtedness.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part heirs and assigns, the following property, to-wit:

All that lot or parcel of ground lying and being on the West side of Ormand Street in the City of Frostburg, Allegany County, Maryland, and being known as Lot No. 8 and part of Lot No. 7 of Block No. 5, of Frostburg Addition to the Town of Frostburg and more particularly described as follows, to-wit:
 BEGINNING for the same at the end of the first line of a lot of ground conveyed by Jane Griffith to John A. Griffith by deed dated September 26th, 1907, and recorded among the Land Records of Allegany County, in Liber No. 102, folio 160, said point of beginning being on the West side of Ormand Street, and distant 85 feet from the intersection of the West side of Ormand Street with the North side of High Street, and running thence with the West side of Ormand Street South 25 degrees 50 minutes East 85 feet to the intersection of the North side of High Street with the West side of Ormand Street, then with the North side of High Street, South 64 degrees 10 minutes West 165 feet to an alley, and with it North 25 degrees 50 minutes West 85 feet to the end of the second line of the lot conveyed in the deed recorded in Liber No. 102, folio 160, aforesaid, and with said second line reversed, North 64 degrees 10 minutes East 165 feet to the beginning.

IT BEING the same property which was conveyed unto the said Allan Lee Emerson and Mary Emerson his wife, by David Emerson and Arella Emerson, his wife, by deed dated March 8th, 1941, and recorded in Liber No. 189, folio 304, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs, executors, administrators or assigns, the aforesaid sum of Two Thousand Five Hundred Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
 To Entry by City Clerk
 May 1, 1950

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their

assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Five Hundred Dollars (\$2,500.00)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest

Edw. J. Ryan

Allen Lee Emerson

(Seal)

Mary Emerson

(Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 28 day of April

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Allan Lee Emerson and Mary Emerson, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Clarence L. Long and Grace P. Long his wife, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
(Notarial Seal)

Edward J. Ryan

Notary Public

Thomas S. Clark et ux Filed and Recorded May 2nd 1950 at 9:20 A.M.
The Citizens National Bank of Westernport, Maryland

This Mortgage,

Mortgage
(Stamps \$1.65)

Made this twenty-fifth day of April

in the year Nineteen Hundred and fifty

by and between Thomas S. Clark and Sarah H. Clark, husband and wife,

of Allegany

County, in the State of Maryland

parties of the first part, and The Citizens National Bank of Westernport, Maryland, a corporation, organized under the national banking laws of The United States of America

of Westernport Allegany

County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of eighteen hundred dollars (\$1800.00) for money lent, which loan is evidenced by the promissory note of the parties of the first part, of even date herewith, payable on demand with interest in the sum of eighteen hundred dollars, to the order of the said party of the second part, at The Citizens National Bank of Westernport, Maryland, And whereas, it was understood and agreed between the parties prior to the making of said loan and the giving of the said note that this mortgage should be executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

heirs and assigns, the following property, to-wit: That certain tract of land near the town of Westernport, in Allegany County, Maryland, containing 19 acres, more or less and known as Covefield, which was conveyed unto the said parties of the first part herein by deed from Jefferson Clark et al dated March 7, 1925, and recorded in Liber No. 150 Folio 247 of the land records of Allegany County, Maryland, and to which deed so recorded a reference is hereby made for a more definite and particular description thereof.

Also that tract of land in said county, containing 41.465 acres conveyed unto the parties of the first part by deed of August 30, 1946, recorded in Liber No. 212 Folio 236 of the land records of Allegany County.

Also that tract of land containing 6 acres, conveyed by Aslie Lambert et ux to Thomas S. Clark, by deed of September 21, 1929 recorded in Liber No. 161 Folio 655.

Also that tract containing one-eighth of an acre, conveyed by John J. Miller et ux to Thomas S. Clark by deed of June 14, 1938 recorded in Liber No. 181 Folio 267.

Also that tract of 13 acres, with minerals reserved, conveyed unto Thomas Clark by deed of May 3, 1939, recorded in Liber No. 184 folio 2 of the land records of Allegany County, Maryland

Also that seam of coal known as The Bakerstown Seam underlying several tract of land set forth and conveyed by Lewis J. Lebeck et ux to Thomas S. Clark by deed of May 20, 1947, recorded in Liber No. 215 folio 195 of the land records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Nineteen hundred dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Westernport Md.
May 6 1950

And it is Agreed that until default be made in the premises, the said

parties of the first part, their heirs and assigns

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the first part, their

heirs, executors, administrators and assigns, or Horace P. Whitworth, its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or

assigns, the improvements on the hereby mortgaged land to the amount of at least eighteen hundred

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~xxxx~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest

Charles J. Laughlin

Thomas S. Clark (Seal)

Sarah H. Clark (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 27th day of April

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Thomas S. Clark and Sarah H. Clark, husband and wife

and each acknowledged the foregoing mortgage to be their voluntary deed; and at the same time before me also personally appeared Howard C. Dixon, President and agent of

The Citizens National Bank of Westernport, Md. the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the president and the agent of said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Charles J. Laughlin

Notary Public

John Irvin Martin et ux Filed and Recorded May 27 1950 at 9:20 A.M.
The First National Bank of Barton, Maryland

This Mortgage,

Mortgage
(Stamps \$4.95)

Made this twentieth day of April

in the year Nineteen Hundred and fifty

John Irvin Martin and Mildred R. Martin, husband and wife, by and between

of Allegany

County, in the State of Maryland

parties of the first part, and The First National Bank of Barton, Maryland, a corporation organized under the national banking laws of The United State of America

of Barton, Allegany

County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of forty-five hundred dollars (\$4500.00) for money lent which loan is evidenced by the promissory note of the parties of the first part, of even date herewith, payable on demand with interest to the party of the second part in the sum of forty five hundred dollars at the First National Bank of Barton, Maryland

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

~~xxxx~~ and assigns, the following property, to-wit: That parcel of land situated along the East side of the County Road near "Flat Rock Bridge" near the town of Barton in Allegany County, Maryland. Fronting 60 feet along said road and extending back the same width throughout a distance of 140 feet, and being the same property which was conveyed unto the parties of the first part herein by deed from Grayden Cyrus Andrews et ux dated December 7, 1948 and of record in Liber No. 223 Folio 563 of the land records of Allegany County, Maryland. To which deed so recorded a reference is hereby made for a more definite and particular description of said parcel by courses and distances and references therein contained.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs or ~~xxxx~~ executors, administrators or assigns, do and shall pay to the said party of the second part, its successors ~~xxxx~~ or assigns, the aforesaid sum of forty-five hundred dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Compared and Mailed Delivered
To Mr. Barton
May 27 1950

Provided, that if the said Chester A. Harker and Emma Irene Harker
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said
Cumberland Savings Bank of Cumberland Maryland, its successors or
assigns, the aforesaid sum of Twenty Three Hundred (\$2300.00)
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on --- part to be
performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Chester A. Ranker and Emma Irene Ranker, his wife

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Chester A. Ranker and Emma Irene Ranker his wife

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

Cumberland Savings Bank of Cumberland, Maryland its successors or

~~assigns~~ and assigns, or F. Brooke Whiting his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Chester A. Ranker and Emma Irene Ranker, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said Chester A. Ranker and Emma Irene Ranker, his wife

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns

~~the improvements~~ the improvements on the hereby mortgaged land to the amount of at least Twenty-Three Hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest

Ethel McCarty

Chester A. Ranker (Seal)

Emma Irene Ranker (Seal)

(Seal)

(Seal)

State of Maryland,

Allegany County, to wit:

I hereby certify, That on this 5th day of May

in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Chester A. Ranker and Emma Irene Ranker, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and

at the same time before me also personally appeared Marcus A. Naughton an agent of the Cumberland Savings Bank of Cumberland, Maryland

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth. Marcus A. Naughton further made oath in due form of law that he is a resident and agent, of the Cumberland Savings Bank of Cumberland, Maryland and duly authorized to make this affidavit.

(Notarial Seal)

Ethel McCarty

Notary Public